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प्राधिकार से प्रकाशित
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सं. 31] नई दिल्ली, अगस्त 4—अगस्त 10, 2024, शनिवार/ श्रावण 13—श्रावण 19, 1946
No. 31] NEW DELHI, AUGUST 4—AUGUST 10, 2024, SATURDAY/SHRAVANA 13—SHRAVANA 19, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1501.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (2) के साथ पठित धारा 6 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के प्रबंध निदेशक सुश्री हर्षा बंगारी (जन्म तिथि: 20.2.1970) के कार्यकाल को उनके वर्तमान कार्यकाल (जो 7.9.2024 तक है) के पूरा होने की तारीख से दो (02) वर्ष की अवधि के लिए अर्थात् 8.9.2024 से 7.9.2026 तक अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[फा. सं. 9/7/2020-आईएफ-1]

सुभाषचन्द्र अमीन, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 5th August, 2024

S.O. 1501.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 6 read with sub-section (2) of section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby extends the present tenure of Ms. Harsha Bangari (D.O.B: 20.02.1970), Managing Director, Export-Import Bank of India (Exim Bank), which is upto 07.09.2024, for a further period of two (02) years from 08.09.2024 to 07.09.2026, or until further orders, whichever is earlier.

[F. No. 9/7/2020-IF-I]

SUBHASHCHANDRA AMIN, Under Secy.

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1502.—राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक अधिनियम, 2021 (2021 का 17) की धारा 6 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री भूषण कुमार सिन्हा के स्थान पर श्री मनोज मुट्टिल अय्यप्पन, संयुक्त सचिव, वित्तीय सेवाएं विभाग, वित्त मंत्रालय को तत्काल प्रभाव से और अगले आदेशों तक, राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक के निदेशक मण्डल में निदेशक के पद पर नामित करती है।

[फा. सं. 18/7(iii)/2022-आईएफ-1]

सुभाषचन्द्र अमीन, अवर सचिव

New Delhi, the 6th August, 2024

S.O. 1502.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 6 of the National Bank for Financing Infrastructure and Development Act, 2021 (17 of 2021), the Central Government hereby nominates Shri Manoj Muttathil Ayyappan, Joint Secretary, Department of Financial Services, Ministry of Finance, as Director on the Board of Directors of National Bank for Financing Infrastructure and Development, *vice* Dr. Bhushan Kumar Sinha, with immediate effect and until further orders.

[F. No. 18/7(iii)/2022-IF-I]

SUBHASHCHANDRA AMIN, Under Secy.

विदेश मंत्रालय**(सी.पी.वी. प्रभाग)**

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1503.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, सरकार भारत के दूतावास, कुवैत में श्री आकांक्ष राजोरिया, सहायक अनुभाग अधिकारी, को जुलाई 31, 2024 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी-4330/01/2024(25)]

एस.आर.एच. फहमी, निदेशक (सीपीवी-1)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 31st July, 2024

S.O. 1503.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Akanksh Rajoria, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Kuwait, to perform the consular services as Assistant Consular Officer with effect from July 31, 2024.

[F. No. T-4330/01/2024(25)]

S.R.H FAHMI, Director CPV-I)

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1504.—राजनयिक और कंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, सरकार भारत के दूतावास, हानोई में श्री अर्का राय, सहायक अनुभाग अधिकारी, को जुलाई 31, 2024 से सहायक कंसुलर अधिकारी के रूप में कंसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी-4330/01/2024(26)]

एस.आर.एच. फहमी, निदेशक (सीपीवी-1)

New Delhi, the 31st July, 2024

S.O. 1504.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Arka Roy, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Hanoi, to perform the consular services as Assistant Consular Officer with effect from July 31, 2024.

[F. No. T-4330/01/2024(26)]

S.R.H FAHMI, Director (CPV-I)

विद्युत मंत्रालय

नई दिल्ली, 26 जून, 2024

का.आ. 1505.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन आरईसी लिमिटेड के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है।

- क्षेत्रीय कार्यालय, शिलांग, सेरेनिटी होम्स,
पोलो हिल्स, शिलांग- 793001 (मेघालय)
- क्षेत्रीय कार्यालय, रायपुर, एफ-6 एवं एफ-7 ब्लॉक बी-1,
प्रथम तल पुजारी चेंबर्स, कमर्शियल कॉम्प्लेक्स,
पंचपेडी नाका, रायपुर-492001

[फा. सं. 11011/01/2024-हिंदी]

धीरज कुमार श्रीवास्तव, मुख्य अभियंता (प्रभारी राजभाषा)

MINISTRY OF POWERNew Delhi, the 26th June, 2024

S.O. 1505.—In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices of REC Limited under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi.

1. Regional Office, Shillong, Serinity Homes, Polo Hills, Shillong-793001 (Meghalaya)
2. Regional Office, Raipur, F-6 & F-7, Block B-1, First floor Pujari Chambers, Commercial Complex, Panchpedi Naka, Raipur-492001

[F. No. 11011/01/2024-Hindi]

Dhiraj Kumar Srivastava, Chief Engineer (In-Charge O.L.)

नई दिल्ली, 18 जुलाई, 2024

का.आ. 1506.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड
765/400/220 के.वी. बनासकांठा उपकेंद्र,
ग्राम- मुंडेठा, अरनिवाड़ा रोड,
तालुका- डीसा, जिला- बनासकांठा
गुजरात-385530 2. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड,
765/400/220 के.वी. भुज पुलिंग स्टेशन,
ग्राम – पालनपुर (बाड़ी), तालुका- नखतराना
जिला-कच्छ,
गुजरात-370001 3. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड,
400/220 के.वी. रीवा पुलिंग उपकेंद्र
ग्राम- बरसैता देश, तहसील- गुड
जिला- रीवा
मध्यप्रदेश-486553 | <ol style="list-style-type: none"> 4. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड,
400/220 के.वी. कला उपकेंद्र, सर्वे नं.- 39,
ग्राम- कला, अंबोली, सिलवासा,
संघ प्रदेश दादरा नगर हवेली
396230 5. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड,
765/400/220 के.वी. उपकेंद्र फ़तेहपुर,
लखनऊ रोड, चौफेरवा रोड,
फ़तेहपुर-212601 6. पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड,
उत्तर-पूर्वी क्षेत्र,
± 800 के.वी. एचवीडीवीसी कन्वर्टर स्टेशन,
विश्वनाथ चारिआली, असम |
|---|--|

[फा. सं. 11011/01/2024-हिंदी]

धीरज कुमार श्रीवास्तव, मुख्य अभियंता (प्रभारी राजभाषा)

New Delhi, the 18th July, 2024

S.O. 1506.— In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices of Power Grid Corporation of India Limited under the administrative control of Ministry of Power, wherein 80% of the staff have acquired working knowledge of Hindi:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Power Grid Corporation of India Limited
765/400/220 KV Banaskantha Substation | <ol style="list-style-type: none"> 4. Power Grid Corporation of India Limited
400/220 KV Substation, Survey No. 39, |
|--|--|

- | | |
|--|--|
| Vill-Mudetha, Arniwada Road, Taluka-Deesa
Gujarat 385530 | Village- Kala, Amboli, Silvassa – U.T. Of
D & NH-396230 |
| 2. Power Grid Corporation of India Limited
765/400/220 KV Substation,
Village-Palanpur, Badi, Taluka-Nakhatrana,
Distt-Kutch (Gujarat)-370001 | 5. Power Grid Corporation of India Limited
765/400/220 KV Sub-station, Fatehpur,
Lucknow Road, Chauferwa,
Fatehpur-212601 |
| 3. Power Grid Corporation of India Limited
400/220 KV Rewa Pooling Substation
Vill- Baraita Desh, Teh- Gurh,
Distt- Rewa, Madhya Pradesh-486553 | 6. Power Grid Corporation of India Limited
North-eastern region
+ 800 KV HVDC Converter station
Biswanath Chariali, Assam |

[F. No. 11011/01/2024-Hindi]

DHIRAJ KUMAR SRIVASTAVA, Chief Engineer (In-Charge O.L.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 30 जुलाई, 2024

का.आ. 1507.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1870 तारीख 30.11.2023 जो भारत के राजपत्र तारीख 10.12.2023 –16.12.2023 (साप्ताहिक) में प्रकाशित की गयी थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा हरियाणा राज्य में सुल्तानपुर – झज्जर – हिसार पाइपलाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों को परीक्षण के उपरांत निपटान कर दिया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर, गेल (इण्डिया) लिमिटेड में निहित होगा।

सुल्तानपुर-झज्जर-हिसार गैस पाईप लाईन परियोजना**अनुसूची****राज्य - हरियाणा**

जिला	तहसील	गाँव	खसरा संख्यां	क्षेत्रफल		
				हेक्टेयर	आर	वर्ग मीटर
झज्जर	झज्जर	गुढा	46//19	00	04	01
			कुल=	00	04	01
हिसार	हांसी	ढन्ढेरी	30//24	00	02	60
			30//17	00	09	03

			30//14	00	09	03
			30//7	00	09	03
			30//4	00	06	31
			30//3	00	05	87
			2//23	00	05	38
			2//22	00	10	02
			2//21	00	10	02
			1//25	00	05	92
			35//12	00	00	15
			35//13	00	08	75
			35//14	00	14	71
			35//24	00	09	02
			35//25/2	00	04	65
			47//1	00	03	73
			47//2	00	03	24
			कुल=	01	17	46
हिसार	हिसार	भगाना	50//24	00	04	11
			50//18	00	11	56
			50//13	00	01	29
			50//12	00	05	99
			50//11	00	05	03
			51//14	00	05	69
			51//16	00	03	69
			51//17	00	00	30
			51//8/2	00	00	29
			38//25	00	11	10
			52//5	00	00	09
			38//24	00	04	59
			52//4	00	04	08
			52//3/2	00	08	44
			52//3/1	00	00	31
			52//8/1	00	00	88
			52//8/2	00	04	68
			52//9	00	10	77
			52//12	00	00	51
			52//11	00	09	73
			52//10/1	00	01	17
			53//15	00	10	87
			53//14	00	05	25
			53//17/1	00	04	71
			29//16	00	06	28
			29//17/1	00	02	66
			29//14	00	03	03
			29//15	00	05	77
			29//7	00	01	83
			53//13/1/1	00	03	75

			53//12/2	00	00	64
			53//9/2	00	03	88
			53//10	00	00	63
			53//1/1	00	03	92
			54//5/1	00	00	58
हिसार	हिसार	भगाना	36//25/1	00	03	97
			36//24	00	00	51
			36//17/2	00	03	96
			36//18	00	00	54
			36//13/1	00	03	98
			36//12	00	00	58
			36//9/2	00	03	96
			36//10	00	00	52
			36//1/1	00	03	86
			29//25/1/1	00	04	52
			77//24	00	01	71
			77//1	00	09	25
			78//4	00	03	00
			77//17	00	09	07
			77//14	00	09	07
			77//7	00	08	59
			77//8	00	01	07
			77//4	00	00	31
			77//3	00	09	63
			77//2/2	00	08	13
			77//2/1	00	00	43
			कुल=	02	34	75

[फा. सं. एल-14014/67/2022-जी-पी-II(ई-42162)]

रामजीलाल मीना, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, 30th July, 2024

S.O.1507.—Whereas by notification of Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1870 dated 30.11.2023 issued under sub- section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated 10.12.2023 – 16.12.2023 (Weekly), the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas Sultanpur – Jhajjar - Hisar through Pipeline in the State of Haryana by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And whereas the objections received from the public to the laying of the pipeline have been considered and disposed of by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SULTANPUR - JHAJJAR - HISAR GAS PIPELINE PROJECT

SCHEDULE

State : HARYANA						
District	Tehsil	Village	Survey No.	Area		
				Hect.	Are	Sq. mt.
JHAJJAR	JHAJJAR	GUDHA	46//19	00	04	01
			TOTAL	00	04	01
HISAR	HANSI	DHANDHERI	30//24	00	02	60
			30//17	00	09	03
			30//14	00	09	03
			30//7	00	09	03
			30//4	00	06	31
			30//3	00	05	87
			2//23	00	05	38
			2//22	00	10	02
			2//21	00	10	02
			1//25	00	05	92
			35//12	00	00	15
			35//13	00	08	75
			35//14	00	14	71
			35//24	00	09	02
			35//25/2	00	04	65
			47//1	00	03	73
			47//2	00	03	24
			TOTAL	01	17	46
HISAR	HISAR	BHAGANA	50//24	00	04	11
			50//18	00	11	56
			50//13	00	01	29
			50//12	00	05	99
			50//11	00	05	03
			51//14	00	05	69
			51//16	00	03	69
			51//17	00	00	30
			51//8/2	00	00	29
			38//25	00	11	10
			52//5	00	00	09
			38//24	00	04	59
			52//4	00	04	08
			52//3/2	00	08	44
			52//3/1	00	00	31
			52//8/1	00	00	88
			52//8/2	00	04	68
			52//9	00	10	77
			52//12	00	00	51
			52//11	00	09	73
			52//10/1	00	01	17

			53//15	00	10	87
			53//14	00	05	25
			53//17/1	00	04	71
			29//16	00	06	28
HISAR	HISAR	BHAGANA	29//17/1	00	02	66
			29//14	00	03	03
			29//15	00	05	77
			29//7	00	01	83
			53//13/1/1	00	03	75
			53//12/2	00	00	64
			53//9/2	00	03	88
			53//10	00	00	63
			53//1/1	00	03	92
			54//5/1	00	00	58
			36//25/1	00	03	97
			36//24	00	00	51
			36//17/2	00	03	96
			36//18	00	00	54
			36//13/1	00	03	98
			36//12	00	00	58
			36//9/2	00	03	96
			36//10	00	00	52
			36//1/1	00	03	86
			29//25/1/1	00	04	52
			77//24	00	01	71
			77//1	00	09	25
			78//4	00	03	00
			77//17	00	09	07
			77//14	00	09	07
			77//7	00	08	59
			77//8	00	01	07
			77//4	00	00	31
			77//3	00	09	63
			77//2/2	00	08	13
			77//2/1	00	00	43
			TOTAL	02	34	75

[F.No. L-14014/67/2022-GP-II (E-42162)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 30 जुलाई, 2024

का.आ.1508.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2375(अ) तारीख 18.05.2023 जो भारत के असाधारण राजपत्र तारीख 01.06.2023 में प्रकाशित की गयी थी, द्वारा उस अधिसूचना से

संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा पंजाब राज्य में दादरी-बवाना-नांगल स्पर पाइपलाइन (एच.एम.ई.एल. भटिंडा कनेक्टिविटी) के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

दादरी बवाना नांगल स्पर पाइपलाइन (एच एम ई एल भटिंडा कनेक्टिविटी)

पंजाब

जिला	तहसील	गांव	सर्वे नम्बर	क्षेत्रफल					
				अधिसूचित क्षेत्र			संशोधित क्षेत्र		
				हेक्टेयर-एयर- वर्ग मीटर			हेक्टेयर-एयर- वर्ग मीटर		
1	2	3	4	5			6		
भटिंडा	भटिंडा	सिवियन	606	00	14	26	00	16	44
			601	00	15	13	00	25	04
			602	00	13	6	00	14	67
			597/2	00	00	05	00	08	35
भटिंडा	भटिंडा	बहमन दीवाना	886	00	04	01	00	12	65
			885	00	21	44	00	24	28
			878/2	00	01	66	00	15	93
			877/2/3	00	03	47	00	04	05
			877/2/1	00	06	98	00	08	35
			865/4	00	05	49	00	24	28
			840/2	00	11	50	00	13	40
			804/3	00	08	00	00	22	00
			800/1/1	00	17	71	00	18	46
			799/2	00	05	19	00	21	75
			797/2	00	15	35	00	17	20
			796/1	00	00	00	00	22	00
			792/1	00	07	24	00	12	90
			793/2	00	00	59	00	21	50
			698/1	00	06	08	00	26	30
			695/2/2	00	1	17	00	12	14
			694/1/1	00	00	00	00	04	05
			694/1/2	00	00	00	00	19	22

			695/2/1	00	00	00	00	13	15
			692/1/2	00	00	00	00	13	40
			876	00	00	00	00	07	84
			699/2	00	00	00	00	11	13
			692/1/1	00	00	00	00	00	76
भटिंडा	भटिंडा	भटिंडा (पट्टी झूटी)	1037	00	15	08	00	17	70
			1034	00	05	00	00	14	16
			1091/3	00	19	54	00	26	30
			1096/1	00	15	42	00	17	45
			1099/2	00	00	05	00	15	68
			1027	00	12	65	00	25	04
			1108	00	11	19	00	12	65
			1104	00	16	37	00	18	46
			1131	00	03	28	00	22	76
			1137	00	15	08	00	12	65
			1112	00	01	26	00	19	22
			1119	00	03	76	00	12	14
			1169	00	07	78	00	10	37
			1149	00	12	84	00	50	83
भटिंडा	भटिंडा	बीर बेहमान	502	00	17	36	00	32	37
			484	00	17	71	00	20	48
			471	00	17	58	00	30	10
			455	00	05	44	00	07	59
			454	00	07	02	00	08	35
भटिंडा	भटिंडा	मुल्तानिया	644	00	12	71	00	22	76
भटिंडा	भटिंडा	तालाब नहर	14/25	00	06	03	00	08	85
			36//10	00	00	14	00	10	62
			36//12/1	00	01	03	00	04	55
			36//18/3	00	01	69	00	08	85
			36//24/2	00	01	63	00	09	86
			39//5/2	00	05	41	00	11	38
			40//10	00	07	68	00	11	63
			40//12/2	00	07	61	00	08	35
			40//13/1	00	04	73	00	06	32
			40//18	00	09	71	00	13	91
			40//23	00	00	05	00	07	59
			59//4	00	00	50	00	08	85
			59//3/2	00	00	00	00	03	79
			59//6/2	00	00	05	00	05	31
			58//11/1	00	08	26	00	11	38
			58//22	00	01	37	00	02	53
			58//23/1	00	09	35	00	10	12
			60//3	00	00	33	00	01	77
			64//20/1	00	00	90	00	04	81
			72//3/1	00	04	50	00	05	31

			72//3/2	00	01	83	00	05	56
			72//7	00	02	11	00	03	79
भटिंडा	भटिंडा	नरुआना	1385	00	09	01	00	10	12
			1386	00	11	12	00	12	65
			642	00	19	57	00	23	27
			797	00	07	39	00	14	92
			808	00	11	51	00	18	46
			89	00	14	00	00	27	82
			88	00	01	04	00	08	60
			1408	00	06	09	00	22	76
			598	00	01	36	00	08	85
			1390	00	11	71	00	12	90
			1414	00	24	13	00	24	78
			511	00	14	22	00	14	42
			604	00	22	46	00	23	77
			659	00	04	46	00	22	76
			84	00	09	34	00	22	51
भटिंडा	भटिंडा	गुरुसरसेनवाला	430	00	12	41	00	18	46
			366/2	00	09	92	00	10	37
भटिंडा	तलवंडी साबो	गेहरी बटर	999	00	16	87	00	19	73
			798	00	19	58	00	26	81
			1020	00	08	74	00	10	37
			996	00	15	97	00	18	97
			1241	00	14	76	00	15	68
			923	00	09	05	00	14	16
			917	00	17	01	00	18	97
			523	00	12	47	00	14	67
			919	00	01	98	00	07	84
			915	00	22	86	00	24	53
			817	00	16	97	00	22	51
			818	00	00	65	00	09	10
			1239	00	18	77	00	22	76
			1213/1	00	01	69	00	02	53
			582	00	23	57	00	29	84
भटिंडा	तलवंडी साबो	डुनेवाला	46//11/2	00	02	29	00	09	86
			46//18	00	05	11	00	08	9
			54//24	00	07	09	00	09	61
			53//5/2	00	09	57	00	10	87
			54//9	00	08	62	00	09	10
			54//12	00	06	61	00	07	84
			33//22/1/1	00	02	86	00	04	81
			35//3	00	08	29	00	08	85
			35//14/2	00	00	05	00	01	77
			35//2	00	01	83	00	02	53
			33//23/2	00	00	05	00	00	25
			36//18	00	00	22	00	00	51

			36//19	00	10	05	00	10	62
			36//20	00	05	83	00	07	08
			47//6	00	09	35	00	10	37
			47//15	00	01	13	00	01	77
			47//4	00	05	28	00	06	07
भटिंडा	तलवंडी साबो	भगवानगढ़	597/2	00	08	60	00	13	66
			913/1	00	00	20	00	01	52
			874/2	00	02	02	00	02	28
			909/3/4	00	02	73	00	04	05
			605/1	00	00	21	00	17	45
			878	00	00	79	00	01	26
			888	00	01	08	00	01	26
भटिंडा	तलवंडी साबो	मलवाला	9//21	00	08	49	00	08	85
			21//19	00	06	18	00	07	84
			26//3	00	08	74	00	09	36
			26//8	00	07	47	00	09	36
			26//13	00	05	11	00	06	58
			43//4	00	07	46	00	09	10
			43//24/2/2	00	05	90	00	06	32
			48//14	00	08	28	00	08	85
			48//17	00	08	91	00	09	10
			48//24	00	07	01	00	09	10
			64//4	00	08	58	00	09	10
			80//4	00	08	83	00	09	36
			69//1	00	10	83	00	11	63
			69//9	00	08	66	00	11	63
			80//16	00	06	81	00	07	08
			95//12	00	04	97	00	00	25
			95//10	00	05	18	00	05	82
			68//5	00	00	05	00	03	54
			64//7/2	00	04	20	00	05	06
			64//16	00	03	57	00	03	79
			64//17	00	05	67	00	10	12
			69//18/1	00	06	64	00	08	09
भटिंडा	तलवंडी साबो	बंगी रघु	248/1	00	14	38	00	14	92
			249/1	00	01	37	00	01	77
			235	00	01	03	00	02	02
			294	00	18	10	00	21	50
			40	00	12	67	00	12	90
			263/2	00	09	03	00	10	12
			262/1	00	05	97	00	08	60
			262/2	00	03	23	00	05	56
			249/2	00	13	69	00	14	92
			255/2	00	20	03	00	21	50
			22	00	10	06	00	11	13

			36/1	00	05	63	00	06	07
			211/2/2	00	10	14	00	11	38
			254/2	00	02	55	00	03	03
			339	00	13	79	00	13	91
			341/1	00	00	61	00	00	76
			236/1	00	14	50	00	25	80
			295/1/2	00	00	10	00	01	01
भटिंडा	तलवंडी साबो	सुखलाधि	4//15	00	00	08	00	00	25
			5//20	00	09	21	00	10	12
			5//22	00	08	58	00	09	10
			5//23	00	07	62	00	11	13
			5//25/4	00	09	58	00	10	37
			10//18	00	02	52	00	04	05
			25//22	00	10	09	00	11	13
			29//3/2	00	03	59	00	03	79
			29//13	00	07	86	00	10	12
			29//17	00	04	71	00	05	06
			29//25/1	00	00	10	00	00	25
			47//10	00	04	95	00	05	56
			47//11	00	10	77	00	12	14
			47//19	00	11	25	00	11	38
			47//20	00	00	05	00	00	51
			47//23	00	00	05	00	00	25
			50//13/1	00	00	05	00	00	25
			10//1/1	00	00	13	00	03	54
भटिंडा	तलवंडी साबो	बाघा	128//5/1	00	00	96	00	03	79
			2//19	00	04	92	00	06	58
			2//20	00	04	11	00	05	31
			2//10	00	01	55	00	03	29
			2//11	00	09	66	00	11	38
			52//25/1	00	01	68	00	06	07
			93//5	00	08	25	00	09	10
भटिंडा	तलवंडी साबो	तारखानवाला	9//10	00	02	90	00	03	29
			9//11	00	06	98	00	08	09
			9//12	00	01	55	00	01	77
			18//25	00	03	62	00	03	79
			22//7	00	00	05	00	00	25
			22//2	00	00	05	00	00	51
			22//8	00	07	84	00	07	84
			18//23	00	02	72	00	05	06
			8//21/1	00	00	05	00	00	25
भटिंडा	तलवंडी साबो	रामा	139//11	00	00	05	00	00	51
			139//1	00	07	92	00	09	10
			146//5/1	00	00	05	00	00	25
			147//6	00	08	88	00	09	61
			148//11	00	03	41	00	04	05

148//14	00	09	64	00	10	37
148//15	00	09	00	00	10	37
147//7/2/1	00	07	63	00	08	35
138//21	00	02	43	00	03	03
139//18	00	08	55	00	08	85
139//24	00	10	68	00	11	13
147//1	00	06	56	00	08	35
241//12	00	06	83	00	07	33
253//3	00	09	82	00	10	37
253//6/1	00	09	62	00	09	86
238//25	00	04	54	00	05	06
215//17	00	08	50	00	09	36
220//3	00	06	23	00	07	08
220//8	00	08	73	00	09	36
238//7	00	08	54	00	09	36
150//16/2	00	06	04	00	08	35
150//19	00	10	22	00	10	37
150//20	00	09	83	00	10	37
149//19/2	00	04	26	00	05	56
149//20	00	07	62	00	07	84
242//21	00	10	05	00	10	62
241//13	00	10	35	00	11	13
191//4	00	07	65	00	07	84
149//17	00	09	85	00	10	37
220//13	00	09	15	00	09	36
241//9	00	03	60	00	03	79

[फा. सं. L-14014-232-2021-GP-II (E-41137)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 30 th July, 2024

S.O. 1508.—Whereas by notification of Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2375 (E) dated 18.05.2023 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Notification No. 2375 (E) dated 18.05.2023 which published in the Extra Ordinary Gazette of India dated 01.06.2023, the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through Dadri–Bawana–Nangal Spur Pipeline (HMEL Bathinda Connectivity) in the state of Punjab by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in

Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

DADRI - BAWANA - NANGAL SPUR PIPELINE (HMEI BATHINDA CONNECTIVITY)

State: Punjab

District	Tehsil	Village	Survey No.	AREA					
				NOTIFIED AREA			REVISED AREA		
				Hect.-Are-Sq.mtr.			Hect.-Are-Sq.mtr.		
1	2	3	4	5			6		
Bathinda	Bathinda	Sivian	606	00	14	26	00	16	44
			601	00	15	13	00	25	04
			602	00	13	6	00	14	67
			597/2	00	00	05	00	08	35
Bathinda	Bathinda	Behman Diwana	886	00	04	01	00	12	65
			885	00	21	44	00	24	28
			878/2	00	01	66	00	15	93
			877/2/3	00	03	47	00	04	05
			877/2/1	00	06	98	00	08	35
			865/4	00	05	49	00	24	28
			840/2	00	11	50	00	13	40
			804/3	00	08	00	00	22	00
			800/1/1	00	17	71	00	18	46
			799/2	00	05	19	00	21	75
			797/2	00	15	35	00	17	20
			796/1	00	00	00	00	22	00
			792/1	00	07	24	00	12	90
			793/2	00	00	59	00	21	50
			698/1	00	06	08	00	26	30
			695/2/2	00	1	17	00	12	14
			694/1/1	00	00	00	00	04	05
			694/1/2	00	00	00	00	19	22
			695/2/1	00	00	00	00	13	15
			692/1/2	00	00	00	00	13	40
			876	00	00	00	00	07	84
			699/2	00	00	00	00	11	13
			692/1/1	00	00	00	00	00	76
Bathinda	Bathinda	Bathinda	1037	00	15	08	00	17	70
			1034	00	05	00	00	14	16
			1091/3	00	19	54	00	26	30
			1096/1	00	15	42	00	17	45
			1099/2	00	00	05	00	15	68
			1027	00	12	65	00	25	04
			1108	00	11	19	00	12	65
			1104	00	16	37	00	18	46
			1131	00	03	28	00	22	76
			1137	00	15	08	00	12	65

			1112	00	01	26	00	19	22
			1119	00	03	76	00	12	14
			1169	00	07	78	00	10	37
			1149	00	12	84	00	50	83
Bathinda	Bathinda	Bir Behman	502	00	17	36	00	32	37
			484	00	17	71	00	20	48
			471	00	17	58	00	30	10
			455	00	05	44	00	07	59
			454	00	07	02	00	08	35
Bathinda	Bathinda	Multania	644	00	12	71	00	22	76
Bathinda	Bathinda	Talab Nehar	14//25	00	06	03	00	08	85
			36//10	00	00	14	00	10	62
			36//12/1	00	01	03	00	04	55
			36//18/3	00	01	69	00	08	85
			36//24/2	00	01	63	00	09	86
			39//5/2	00	05	41	00	11	38
			40//10	00	07	68	00	11	63
			40//12/2	00	07	61	00	08	35
			40//13/1	00	04	73	00	06	32
			40//18	00	09	71	00	13	91
			40//23	00	00	05	00	07	59
			59//4	00	00	50	00	08	85
			59//3/2	00	00	00	00	03	79
			59//6/2	00	00	05	00	05	31
			58//11/1	00	08	26	00	11	38
			58//22	00	01	37	00	02	53
			58//23/1	00	09	35	00	10	12
			60//3	00	00	33	00	01	77
			64//20/1	00	00	90	00	04	81
			72//3/1	00	04	50	00	05	31
			72//3/2	00	01	83	00	05	56
			72//7	00	02	11	00	03	79
Bathinda	Bathinda	Naruana	1385	00	09	01	00	10	12
			1386	00	11	12	00	12	65
			642	00	19	57	00	23	27
			797	00	07	39	00	14	92
			808	00	11	51	00	18	46
			89	00	14	00	00	27	82
			88	00	01	04	00	08	60
			1408	00	06	09	00	22	76
			598	00	01	36	00	08	85
			1390	00	11	71	00	12	90
			1414	00	24	13	00	24	78
			511	00	14	22	00	14	42
			604	00	22	46	00	23	77

			659	00	04	46	00	22	76
			84	00	09	34	00	22	51
Bathinda	Bathinda	Gurusarsenwala	430	00	12	41	00	18	46
			366/2	00	09	92	00	10	37
Bathinda	Talwandi Sabo	Gehri Buttar	999	00	16	87	00	19	73
			798	00	19	58	00	26	81
			1020	00	08	74	00	10	37
			996	00	15	97	00	18	97
			1241	00	14	76	00	15	68
			923	00	09	05	00	14	16
			917	00	17	01	00	18	97
			523	00	12	47	00	14	67
			919	00	01	98	00	07	84
			915	00	22	86	00	24	53
			817	00	16	97	00	22	51
			818	00	00	65	00	09	10
			1239	00	18	77	00	22	76
			1213/1	00	01	69	00	02	53
			582	00	23	57	00	29	84
Bathinda	Talwandi Sabo	Dunewala	46//11/2	00	02	29	00	09	86
			46//18	00	05	11	00	08	9
			54//24	00	07	09	00	09	61
			53//5/2	00	09	57	00	10	87
			54//9	00	08	62	00	09	10
			54//12	00	06	61	00	07	84
			33//22/1/1	00	02	86	00	04	81
			35//3	00	08	29	00	08	85
			35//14/2	00	00	05	00	01	77
			35//2	00	01	83	00	02	53
			33//23/2	00	00	05	00	00	25
			36//18	00	00	22	00	00	51
			36//19	00	10	05	00	10	62
			36//20	00	05	83	00	07	08
			47//6	00	09	35	00	10	37
			47//15	00	01	13	00	01	77
			47//4	00	05	28	00	06	07
Bathinda	Talwandi Sabo	Bhagwargarh	597/2	00	08	60	00	13	66
			913/1	00	00	20	00	01	52
			874/2	00	02	02	00	02	28
			909/3/4	00	02	73	00	04	05
			605/1	00	00	21	00	17	45
			878	00	00	79	00	01	26
			888	00	01	08	00	01	26
Bathinda	Talwandi Sabo	Malwala	9//21	00	08	49	00	08	85
			21//19	00	06	18	00	07	84

			26//3	00	08	74	00	09	36
			26//8	00	07	47	00	09	36
			26//13	00	05	11	00	06	58
			43//4	00	07	46	00	09	10
			43//24/2/2	00	05	90	00	06	32
			48//14	00	08	28	00	08	85
			48//17	00	08	91	00	09	10
			48//24	00	07	01	00	09	10
			64//4	00	08	58	00	09	10
			80//4	00	08	83	00	09	36
			69//1	00	10	83	00	11	63
			69//9	00	08	66	00	11	63
			80//16	00	06	81	00	07	08
			95//12	00	04	97	00	00	25
			95//10	00	05	18	00	05	82
			68//5	00	00	05	00	03	54
			64//7/2	00	04	20	00	05	06
			64//16	00	03	57	00	03	79
			64//17	00	05	67	00	10	12
			69//18/1	00	06	64	00	08	09
Bathinda	Talwandi Sabo	Banghi Ragghu	248/1	00	14	38	00	14	92
			249/1	00	01	37	00	01	77
			235	00	01	03	00	02	02
			294	00	18	10	00	21	50
			40	00	12	67	00	12	90
			263/2	00	09	03	00	10	12
			262/1	00	05	97	00	08	60
			262/2	00	03	23	00	05	56
			249/2	00	13	69	00	14	92
			255/2	00	20	03	00	21	50
			22	00	10	06	00	11	13
			36/1	00	05	63	00	06	07
			211/2/2	00	10	14	00	11	38
			254/2	00	02	55	00	03	03
			339	00	13	79	00	13	91
			341/1	00	00	61	00	00	76
			236/1	00	14	50	00	25	80
			295/1/2	00	00	10	00	01	01
Bathinda	Talwandi Sabo	Sukhladdi	4//15	00	00	08	00	00	25
			5//20	00	09	21	00	10	12
			5//22	00	08	58	00	09	10
			5//23	00	07	62	00	11	13
			5//25/4	00	09	58	00	10	37
			10//18	00	02	52	00	04	05
			25//22	00	10	09	00	11	13

			29//3/2	00	03	59	00	03	79
			29//13	00	07	86	00	10	12
			29//17	00	04	71	00	05	06
			29//25/1	00	00	10	00	00	25
			47//10	00	04	95	00	05	56
			47//11	00	10	77	00	12	14
			47//19	00	11	25	00	11	38
			47//20	00	00	05	00	00	51
			47//23	00	00	05	00	00	25
			50//13/1	00	00	05	00	00	25
			10//1/1	00	00	13	00	03	54
Bathinda	Talwandi Sabo	Bagha	128//5/1	00	00	96	00	03	79
			2//19	00	04	92	00	06	58
			2//20	00	04	11	00	05	31
			2//10	00	01	55	00	03	29
			2//11	00	09	66	00	11	38
			52//25/1	00	01	68	00	06	07
			93//5	00	08	25	00	09	10
Bathinda	Talwandi Sabo	Tarkhanwala	9//10	00	02	90	00	03	29
			9//11	00	06	98	00	08	09
			9//12	00	01	55	00	01	77
			18//25	00	03	62	00	03	79
			22//7	00	00	05	00	00	25
			22//2	00	00	05	00	00	51
			22//8	00	07	84	00	07	84
			18//23	00	02	72	00	05	06
			8//21/1	00	00	05	00	00	25
Bathinda	Talwandi Sabo	Raman	139//11	00	00	05	00	00	51
			139//1	00	07	92	00	09	10
			146//5/1	00	00	05	00	00	25
			147//6	00	08	88	00	09	61
			148//11	00	03	41	00	04	05
			148//14	00	09	64	00	10	37
			148//15	00	09	00	00	10	37
			147//7/2/1	00	07	63	00	08	35
			138//21	00	02	43	00	03	03
			139//18	00	08	55	00	08	85
			139//24	00	10	68	00	11	13
			147//1	00	06	56	00	08	35
			241//12	00	06	83	00	07	33
			253//3	00	09	82	00	10	37
			253//6/1	00	09	62	00	09	86
			238//25	00	04	54	00	05	06
			215//17	00	08	50	00	09	36
			220//3	00	06	23	00	07	08

220//8	00	08	73	00	09	36
238//7	00	08	54	00	09	36
150//16/2	00	06	04	00	08	35
150//19	00	10	22	00	10	37
150//20	00	09	83	00	10	37
149//19/2	00	04	26	00	05	56
149//20	00	07	62	00	07	84
242//21	00	10	05	00	10	62
241//13	00	10	35	00	11	13
191//4	00	07	65	00	07	84
149//17	00	09	85	00	10	37
220//13	00	09	15	00	09	36
241//9	00	03	60	00	03	79

[F. No. L-14014-232-2021-GP-II (E-41137)]

RAMJI LAL MEENA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1509.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट्स अथॉरिटी ऑफ़ इंडिया; मेसर्स आदित्य शंकर चौधुरी सिक्योरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और श्री अब्दुल हफीज़ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-2/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. जेड-16025/04/2024-आईआर(एम)-85]

दिलीप कुमार, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 31st July, 2024

S.O. 1509—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 2/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; M/s Aditya Shankar Choudhury Security Agency and Shri Abdul Hafeez** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. Z-16025/04/2024-IR(M)-85]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 3rd day of May, 2024

INDUSTRIAL DISPUTE LC No.2/2020

Between:

Sri Abdul Hafeez,

S/o Sri SK Silar,

H.No. 25-164, Plot No. 98,

Subhashnagar, Bollaguda,

Thirumalgiri,

Secunderabad.

..

....Petitioner

AND

1. The Airports Authority of India,
Represented by its Director,
Hyderabad Airport, Begumpet,
Hyderabad-16.
2. The Regional Executive Director,
Southern Region,
Airport Authority of India,
ATS Complex, Chennai Airport,
Chennai, Tamilnadu.600027.
3. The Director General (DGR),
No. 4, West Block, R.K.ura,,
New Delhi-110022.
4. M/s Aditya Shankar Choudhuri Security Agency,
Rep., by its Managing Director, Shop No:8,
Plot No; 5-3-125, Employees Colony,
Main Road, Yapral, Secundrabad,
Medchal, Malkajgiri, Telengana. 500087.

...

Respondents

Appearances:

For the Petitioner: M/s. Dr. P.B. Vijaya Kumar, Advocate

For the Respondent: M/s A.K. Jayaprakash Rao, M Govind & Venkatesh Dixit, for R1 & R2

A W A R D

Sri Abdul Hafeez, who worked as Security Guard (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Airport Authority of India seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dication by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1510.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट्स अथॉरिटी ऑफ़ इंडिया; मेसर्स आदित्य शंकर चौधुरी सिक्क्योरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और श्री चिलाका मोशे के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-3/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. जे -16025/04/2024-आईआर(एम)-86]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1510.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 3/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; M/s Aditya Shankar Choudhury Security Agency and Shri Chilaka Moshe** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. Z-16025/04/2024-IR(M)-86]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 3rd day of May, 2024
INDUSTRIAL DISPUTE LC No.3/2020

Between:

Sri Chilaka Moshe,
S/o Dayaratnam,
10-87-21, Amaravathi Plots,
Chenchupet, Indra Nagar Colony,
Tenali, Andhra Pradesh
AND

..

.Petitioner

1. The Airports Authority of India,
Represented by its Director,
Hyderabad Airport, Begumpet,
Hyderabad-16.

2. The Regional Executive Director,
Southern Region,
Airport Authority of India,
ATS Complex, Chennai Airport,
Chennai, Tamilnadu.600027.
3. The Director General (DGR),
No. 4, West Block, R.K.ura,,
New Delhi-110022.
4. M/s Aditya Shankar Choudhuri Security Agency,
Rep., by its Managing Director, Shop No:8,
Plot No: 5-3-125, Employees Colony,
Main Road, Yapral, Secundrabad,
Medchal, Malkajgiri, Telengana. 500087. ...

Respondents

Appearances:

For the Petitioner: M/s. Dr. P.B. Vijaya Kumar, Advocate

For the Respondent: M/s A.K. Jayaprakash Rao, M Govind & Venkatesh Dixit, for R1 & R2

A W A R D

Sri Chilaka Moshe, who worked as Security Guard (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Airport Authority of India seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dication by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1511.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट्स अथॉरिटी ऑफ़ इंडिया; मेसर्स आदित्य शंकर चौधुरी सिक्स्योरिटी एजेंसी के प्रबंधतंत्र के संबद्ध नियोजकों और

श्री जे. प्रभाकर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-4/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं.-जेड-16025/04/2024-आईआर(एम)-87]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1511.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 4/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; M/s Aditya Shankar Choudhury Security Agency** and **Shri J. Prabhakar** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. Z-16025/04/2024-IR(M)-87]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 3rd day of May, 2024

INDUSTRIAL DISPUTE LC No.4/2020

Between:

Sri J. Prabhakar,
S/o Late J. Narasaiah,
9-19/39/16/18,
Ferojgedguda (Suryacolony),
Bolaram, Alwal, Medchal.-500101.
AND

..

....Petitioner

1. The Airports Authority of India,
Represented by its Director,
Hyderabad Airport, Begumpet,
Hyderabad-16.
2. The Regional Executive Director,
Southern Region,
Airport Authority of India,
ATS Complex, Chennai Airport,
Chennai, Tamilnadu.600027.
3. The Director General (DGR),
No. 4, West Block, R.K.ura,,
New Delhi-110022.
4. M/s Aditya Shankar Choudhuri Security Agency,
Rep., by its Managing Director, Shop No:8,
Plot No; 5-3-125, Employees Colony,
Main Road, Yapral, Secunderabad,
Medchal, Malkajgiri, Telengana. 500087. ...

Respondents

Appearances:

For the Petitioner: M/s. Dr. P.B. Vijaya Kumar, Advocate

For the Respondent: M/s A.K. Jayaprakash Rao, M Govind & Venkatesh Dixit, for R1 & R2

A W A R D

Sri J. Prabhakar who worked as Gunman (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Airport Authority of India seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dication by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of May, 2024.

IRFAN QAMAR, Presiding Officer

Witnesses examined for the
Petitioner
NIL

Appendix of evidence
Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1512.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट्स अथॉरिटी ऑफ़ इंडिया; मेसर्स आदित्य शंकर चौधुरी सिक्योरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और श्री वस्का विवेका के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.-5/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. जेड -16025/04/2024-आईआर(एम)-88]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1512.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 5/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; M/s Aditya Shankar Choudhury Security Agency and Shri Vaska Viveka** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. Z-16025/04/2024-IR(M)-88]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**
Presiding Officer

Dated the 3rd day of May, 2024

INDUSTRIAL DISPUTE LC No.5/2020

Between:

Sri Vaska Viveka,
S/o Sri Subramanyam,
H.No.1-51/7 Radha Nilayam,
Banjara Colony,
Kapra, Secunderabad-500062.

.....Petitioner

AND

1. The Airports Authority of India,
Represented by its Director,
Hyderabad Airport, Begumpet,
Hyderabad-16.
2. The Regional Executive Director,
Southern Region,
Airport Authority of India,
ATS Complex, Chennai Airport,
Chennai, Tamilnadu.600027.
3. The Director General (DGR),
No. 4, West Block, R.K.ura.,
New Delhi-110022.
4. M/s Aditya Shankar Choudhuri Security Agency,
Rep., by its Managing Director, Shop No:8,
Plot No; 5-3-125, Employees Colony,
Main Road, Yapral, Secundrabad,
Medchal, Malkajgiri, Telengana. 500087. ... Respondents

Appearances:

For the Petitioner: M/s. Dr. P.B. Vijaya Kumar, Advocate

For the Respondent: M/s A.K. Jayaprakash Rao, M Govind & Venkatesh Dixit, for R1 & R2

A W A R D

Sri Vaska Viveka who worked as Security Guard (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Airport Authority of India seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dication by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1513.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट्स अथॉरिटी ऑफ़ इंडिया; मेसर्स आदित्य शंकर चौधुरी सिक्योरिटी एजेंसी के प्रबंधन के संबंध में नियोजकों और श्री वी.एन.वी.एस. नारायण के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.-6/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं.-जेड -16025/04/2024-आईआर(एम)-89]

दिलीप कुमार, अवर सचिव

New Delhi, the 31 st July, 2024

S.O. 1513.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 6/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India; M/s Aditya Shankar Choudhury Security Agency and Shri V.N.V.S. Narayana** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. Z-16025/04/2024-IR(M)-89]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 3rd day of May, 2024**INDUSTRIAL DISPUTE LC No.6/2020**

Between:

Sri V.N.V.S Narayana,
S/o Radhakrishna Murthy,
H.No. 1-08-052, Old City Colony,
Bapuji Nagar, Old Bowenpally,
Secundarabad.
AND

..

....Petitioner

1. The Airports Authority of India,
Represented by its Director,
Hyderabad Airport, Begumpet,
Hyderabad-16.
2. The Regional Executive Director,
Southern Region,

- Airport Authority of India,
ATS Complex, Chennai Airport,
Chennai, Tamilnadu.600027.
3. The Director General (DGR),
No. 4, West Block, R.K.ura.,
New Delhi-110022.
4. M/s Aditya Shankar Choudhuri Security Agency,
Rep., by its Managing Director, Shop No:8,
Plot No; 5-3-125, Employees Colony,
Main Road, Yapral, Secundrabad,
Medchal, Malkajgiri, Telengana. 500087. ... Respondents

Appearances:

For the Petitioner: M/s. Dr. P.B. Vijaya Kumar, Advocate
For the Respondent: M/s A.K. Jayaprakash Rao, M Govind & Venkatesh Dixit, for R1 & R2

A W A R D

Sri V.N.V.S Narayana who worked as Gunman (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Airport Authority of India seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dication by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of May, 2024.

IRFAN QAMAR, Presiding Officer

Witnesses examined for the Petitioner	Appendix of evidence Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1514.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल आई सी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री येरा राजामौली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-124/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. एल -17012/28/2015-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1514.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 124/2015**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Yerra Rajamouli** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[F. No. L-17012/28/2015-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 23rd day of July, 2024

INDUSTRIAL DISPUTE No. 124/2015

Between:

Sri Yerra Rajamouli,
S/o Sh. Lingaiah,
H.No.2-9, Bobbaronipally(P.O.)
Duggondi (M), Mallampalli(P.O.),
Distt. Warangal – 506311.

...

.. Petitioner

AND

1. The Zonal Manager,
LIC of India,
South Central Zonal Office,
Secretariat Road, Saifabad,
Hyderabad – 500 004.
2. The Sr. Divisional Manager,
LIC of India,
Divisional Office,
'Jeevan Prakash' Balasamudram,
Hanamakonda, Warangal – 506 001.

...

. Respondents

Appearances:

For the Petitioner : Sri Y. Ranjeeth Reddy, Advocate

For the Respondent: Sri B.S.R. Murthy, Advocate

A W A R D

The Government of India, Ministry of Labour by its order No. L- 17012/28/2015-IR(M) dated 2.11.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workman. The reference is,

SCHEDULE

“Whether the action of the management of the Life Insurance Corporation of India, Zonal Office, Hyderabad/Sub-Divisional Office, Nizamabad in terminating the services after crossing 240 days continuous service of Sri Yerra Rajamouli, Ex-Temp. Sub-staff of LIC of India, Divisional Office, Warangal with effect from 1.10.2014 is justified or not? If not, to what relief the applicant is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 124/2015 and notices were issued to the parties concerned.

2. **The averments made in the claim statement are as follows:**

It is submitted that the Petitioner was appointed as temporary sub-staff in the month of May, 2008 and performed as a temporary Assistant in the branch office, Narsampet of LIC of India, Warangal Division on payment of Rs.100/- per day. It is submitted that Petitioner has worked continuously without any break to the entire satisfaction of superior officers. There were no complaints of whatsoever nature against the Petitioner in his entire service. It is submitted that Petitioner, being a temporary assistant used to maintain the NB department work status report registers from the date of joining to till date of termination. It is submitted that Respondent has not issued any appointment letter and wage slips to the Petitioner during his service. The Petitioner used to sign on the vouchers at the time of taking salary and he was not extended any benefits like Provident Fund and ESI etc.. While so, suddenly, Petitioner's services were orally terminated on 30th September 2014 without paying the wages for the months of July, August and September, 2014. It is submitted that he was terminated without conducting any enquiry, nor notice pay or compensation, which is arbitrary, illegal, unjust and contrary to the provisions of ID Act and against the principles of natural justice. He approached the Assistant Labour Commissioner(Central) to intervene the matter. It is submitted that the termination of the Petitioner is in violation of section 25 F,G &H of the industrial dispute. The Respondent has not issued any notice and also not paid any retrenchment compensation. Petitioner's last drawn salary was Rs.350 /- per day at the time of termination. It is further submitted that the entire family is dependent on the Petitioner's income and after termination, they are facing untold problems and hardship and Petitioner is the only bread earner of the family. In spite of his best efforts, he could not secure any other alternate employment. Hence, prayed to set aside the oral termination order with effect from 1.10.2014 and to direct the Respondents to reinstate the Petitioner into Service with continuity of service, full back wages and with all other attendant benefits.

3. Respondent filed counter denying the averments of the Petitioner as under:

It is submitted that the Petitioner was engaged intermittently as daily wager and need basis for doing miscellaneous jobs. He was neither recruited nor selected and worked purely as a daily wager and as such salary and other benefits like Provident fund are not applicable to him. It is submitted that the payments were made to the Petitioner as consolidated amounts towards the work done by him on need basis. At the time of payment of the consolidated amounts for the work done by the Petitioner, he never objected to the amounts paid to him. The Petitioner was neither appointed under the LIC of India (Employment of temporary staff) Instructions 1993 or any other instructions issued by the Corporation from time to time. Hence, the question of termination of services does not arise. As he worked purely as a daily wager, he was not entitled to reinstatement. It is submitted that as per the Supreme Court order dated 18th January, 2011 in C.A. No.953 to 968 of 2005 LIC of India issued an employment notice on 20th May 2011 calling applications for recruitment of Peons from the eligible persons. The eligibility criteria was as under:-

- A. All temporary persons who were working for more than 5 years and were continuing as an 18th January 2011.
- B. Possessing minimum qualification and age as prescribed by the LIC of India at the time of their entering into LIC of India.
- C. Candidates have to submit the copies of proof of working with the Corporation for more than 5 years as on 18th January 2011 duly signed by the Chief /Sr./Br. Branch Manager of the branch office, Manager(P&I)/Manager (OS) of the respective divisional offices.
- D. The onus of furnishing authentic documentary proof of the above at the time of submission of the application shall on the candidate.

As per the Supreme Court Order cited above, those temporary employees who are not governed by the above criteria shall cease to be in the employment. It is submitted that after verification of the applications from the eligible candidates, written test was conducted on 21.6.2011 and an interview was conducted for the candidates and whoever successful in the written test appointment letters were issued to the candidates as per the Hon'ble Supreme Court's norms, who were successful both in the written test and interview. It is submitted that the Petitioner was never recruited nor was given any appointment letter by any of the authorities of the Corporation. Even if month of appointment is taken as per the contention of the Petitioner as May 2008, he has not completed 5 years as on 18th January 2011 as per the eligibility criteria issued by the LIC of India. It is submitted that the Petitioner not paid for the month of July, August, September of 2014 and without conducting any enquiry notice, pay compensation does not arise since the Petitioner was engaged as daily wage worker intermittently on need basis. It is submitted that the Petitioner being a daily wager, I.D. Act is not applicable to him. The provisions of Section 25 F,G,& H of the I.D. Act are not applicable to him for paying the retrenchment compensation, reemployment and notice pay. The Petitioner was engaged intermittently at Narsampet Branch office under Warangal Division and not at Nizamabad as stated in the reference. Therefore, the Petitioner is not entitled to reinstatement with back wages etc., he was a daily wager. Therefore, prayed to dismiss the petition as devoid of merits.

4. Learned Counsels for both the parties filed written arguments. Perused written arguments.

5. On the basis of rival pleadings of both the parties following points emerge for determination in this matter:-

- I. Whether the action management of the Life Insurance Corporation of India, Zonal Office, Hyderabad/Sub-Divisional Office, Nizambad in terminating the services of Sri Yerra Rajamouli, Ex-Temp. Sub-staff of LIC of India, Divisional Office, Warangal with effect from 1.10.2014 is in contravention of provisions of Sec.25F, G and H of the I.D. Act, 1947?
- II. Whether the workman is entitled for reinstatement into the service with continuity of service and full back wages with all other attendant benefits in the Respondent Management?
- III. To what relief Petitioner is entitled for?

Findings:-

6. To fortify the claim Petitioner has examined himself as witness WW1 and in documentary evidence he has filed Photostat copies of documents which are marked as Ex.W1 to W8. Ex.W1, is reference order dated 25.8.2015 from Ministry of Labour & Employment, Ex.W2 is representation to ALC(C), Ramagundam by Petitioner dated 11.12.2014, Ex.W3 is letter by Respondent No.2 to ALC(C), Ramagundam dated 7.3.2015, Ex.W4 is reply to Ex.W3, Ex.W5 is minutes of conciliation proceedings, dated 28.1.2015, Ex.W6 is bunch of wage payment vouchers from May, 2008 to 1.7.2014, Ex.W7 is copies of work status report registers and Ex.W8 is copies of attendance registers. On the other hand Respondent has examined MW1 in support of his contentions. Both the parties have also filed written submissions as well.

7. **Point No.I**:- As per claim of the Petitioner, he was appointed as temporary sub staff in the month of May, 2008 and performed as a temporary Assistant in the branch office, Narsampet of LIC of India, Warangal Division on payment of Rs.100/- per day and he has worked continuously without any Break to the entire satisfaction of superior officers. Further, it is claimed that Respondent has not issued any appointment letter and wage slips to the Petitioner during service. Petitioner states that he used to sign on the vouchers at the time of taking salary. The copies of the attendance register are marked as Ex. W8, from page No.82 to 151 and the salary payment vouchers are marked as Ex. W6 from page No.7 to 40. It is claimed that Respondent has terminated the service of the Petitioner orally on 30th September, 2014 without paying the work period wages for the month of July, August, September, 2014 and without assigning any reasons, conducting any enquiry and without notice and payment of notice pay, or compensation and the same is arbitrary, illegal and in contravention to the provisions of Industrial Disputes Act, 1947. The witness WW1 has deposed the version of claim statement in his chief affidavit.

8. Admittedly, Petitioner was not issued any appointment letter by the Respondent at the time of appointment and Petitioner was engaged as daily wager on payment of Rs.100/- per day in the Respondent office in the year 2008.

9. Per contra, Respondent contended that the claim of the Petitioner that he was appointed as a temporary sub staff in the month of May, 2008 and performed as a temporary Assistant in clerical cadre on payment of Rs.100/- per day is denied. Further, Respondent contended that the Petitioner is one of those persons who was taken for engagement when work arises and Respondent counted the work done days and the payment was made on daily basis. It is contended that Petitioner was only a daily wager and question of appointing the Petitioner in May 2008 does not arise. Further, Respondent contended that provisions of Industrial Dispute Act are not applicable to the Petitioner's case, and he has not worked for 240 days in any year continuously. Before going into merit of the evidence in the present matter appreciation of evidence, it would be apposite to extract the relevant provision in this context as contained in I.D. Act.

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In view of the provision contained under Sec.25F of I.D. Act, Petitioner has to prove that he has worked continuously for 240 days in a calendar year just preceding from date of termination. WW1 has deposed in the chief affidavit that he has worked in the Respondents' office since May, 2008 on daily wages and had worked without any break till he was orally terminated on 30th September, 2014. WW1 was cross examined by the Respondent counsel and he remained firm in his statement. Nothing has been elicited to contradict the statement of WW1 that he did work in the Respondent office as a daily wager. Further, the documents filed by the Petitioner regarding attendance, i.e., Ex.W8 from page 82 to 151 for the period from January, 2009 to December, 2012 goes to reveal that the Petitioner workman has attended the duties in the Respondent office continuously for the alleged duration from January, 2009 to September 2014 and there is no break in the service except on national holidays and regular holidays of Sundays and Saturdays. Further, Documents Ex.W6 from page 7 to 40 are the copies of payment vouchers from May 2008, which goes to reveal that the Petitioner has been paid the wages continuously for work done by the Respondent office and for said documents have not been denied by the Respondent. As per these documents, wages has been paid regularly by Respondent to the Petitioner on the basis of working days and work done by the Workman. Thus, from the oral and documentary evidence adduced by the Petitioner, it is established that the Petitioner had worked as daily wager in the Respondent office and worked for 240 days continuously in a calendar year just preceding from date of termination.

10. On the other hand, Respondent has examined witness MW1. Witness MW1 has not denied the fact that Petitioner had worked in the Respondent office on daily wages since 2008. MW1 in his cross examination states that, "he is not an employee of Respondent organization and he is a daily wager, no notice was issued, notice pay or retrenchment compensation was paid." Further, witness states that the Petitioner was not paid wages for the month of July, August, September, 2014. Since he has not worked in the Respondent organization. Further, witness admitted that he never worked at Narsampet branch, Warangal district and basing on record he is depositing in this case. Thus, from the above statement of MW1, it reflects that witness has no personal knowledge about the facts of the case. Therefore, from the statement of MW1 it is established that Petitioner has worked as daily wager in the Respondent office and Respondent neither gave any notice before retrenchment nor paid retrenchment compensation.

Relevant decisions of Hon'ble Supreme Court of India in this regard are extracted below:-

a. In the case of **Range Forest Officer Vs. S T Hadimani AIR 2002 SC page 1147**, wherein Hon'ble Apex Court have held,

"the onus lies upon claimant to show that he had in fact worked for 240 days in a year – In absence of proof of receipt of salary or wages record of appointment, filing of an affidavit by workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

b. In the case of **Essen Deinki Vs. Rajiv Kumar, AIR 2003 SC 38** the Hon'ble Apex Court have held,

"It was for the employee concerned to prove that he has in fact completed 240 days in the last preceding 12 months' period."

c. In the case of **Rajasthan State Ganganagar S Mills Ltd Vs. State of Rajasthan and another AIR 2005 SC 4065**, the Hon'ble Apex Court have held,

"It was for the claimant to lead evidence to show that he had in fact worked upto 240 days in the year preceding his termination."

d. In the case of **Municipal Corporation, Faridabad Vs. Siri Niwas AIR 2004 SC 4681**, wherein Hon'ble Apex Court have held,

"that the burden of proof was on the workman to show that he had worked for 240 days in the preceding 12 months prior to his alleged retrenchment u/s 25F of the Industrial Disputes Act, 1947. It is also held that it is improbable that a person working in a Local Authority would not be in possession of any documentary evidence to support his claim before the tr. Apart from muster rolls he could have shown the terms and conditions of his offer of appointment and the remuneration received by him for working during the afore mentioned period. He even did not examine any other witness in support of his case."

e. In the case of **Krishna Bhagya Jala Nigam ltd., Vs. Mohammed Rafi Chief Engineer, AIR 2009 SC (Supp) 2215**, wherein the Hon'ble Apex Court have held,

“Period of 240 days of employment or engagement of workman-Burden of proof as to working for 240 days is on workman and not employer.”

Therefore, in view of the fore gone discussion and evidence produced by the Petitioner on record, it is established that the Petitioner had worked as daily wager in the Respondent office for the period from May, 2008 to September, 2014 and he has been terminated in contravention of the provision of Sec. 25F, as he has been terminated without any notice or payment of compensation. Therefore, the action of the Respondent in terminating the services of the Petitioner is in contravention of Section 25 F.

Thus, Point No.I is answered accordingly.

11. Point No.II:- In view of the discussion and finding at Point No.I, it is evident that the termination of the Petitioner was in Contravention of the provision of Sec. 25F, G & H of the Act. Now, let us examine whether Petitioner is entitled for reinstatement in the services. In view of the law laid down by the Hon’ble Apex Court as extracted below, Petitioner workman is entitled for compensation:-

In the case of BSNL Vs. Bhurumal, Civil Appeal No.10957/2015 have held:-

“It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee.” Jagbir Singh has been applied very recently in Telegraph Deptt. V. Santosh Kumar Seal[12], wherein this Court stated: (SCC p.777, para 11) “In view of the aforesaid legal position and the fact that the workmen were engaged as daily wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice.”

23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious.”

Further, in the case of **Vikas Kumar vs South Delhi Municipal Corporation** dated 20th January, 2023, the Hon’ble Apex Court have held:-

“27. It is up to the descretion of the industrial tribunals are labour courts whether to award relief of compensation or reinstatement to the workman as per the facts and circumstances of the case. Under section 11A, ID Act, discretion is vested with the tribunal or the Labour Court to grant relief to the workman by way of awarding compensation in lieu of discharge or dismissal. The vesting of such a discretion with the Tribunal or the Labour Court has been felt necessary in the interest of industrial harmony and peace, as in some cases imposition of service of a workman on an, unwilling employer might not be conducive to harmony and peace of the industries.”

Therefore, in view of the fore gone discussion and law laid down by the Apex Court and keeping in view the facts and circumstances of the present case, since Petitioner was engaged as daily wager and was not appointed against any vacant permanent post or through recruitment process under any rule, the appropriate relief would be granting him compensation. Therefore, in lieu of relief of reinstatement to the Petitioner, the relief of compensation would be appropriate in the facts and circumstances of the case. Thus, keeping in view the duration for which the Petitioner had worked in the Respondent office continuously from 2008 to 2014, it would be appropriate to grant him compensation of Rs.2,00,000(Rupees two lakhs only).

This point is answered Accordingly.

12. Point No.III:- In view of the fore gone discussion and finding at Points No.I & II, the Petitioner is not entitled for reinstatement and he is entitled to a compensation of Rs.2,00,000(Rupees two lakhs only) in lieu of reinstatement.

Therefore, Point No.III is decided accordingly.

AWARD

The action of the management of the Life Insurance Corporation of India, Zonal Office, Hyderabad/Sub-Divisional Office, Nizambad in terminating the services after crossing 240 days continuous service of Sri Yerra Rajamouli, Ex-Temp. Sub-staff of LIC of India, Divisional Office, Warangal with effect from 1.10.2014 is held not justified as the same being in contravention of provision of Sec.25F of I.D. Act, 1947. Hence, oral termination order dated 30.9.2014 of Petitioner from service is hereby set aside. Respondent is directed to pay a compensation of Rs.2,00,000 (Rupees two lakhs only) in lieu of illegal reinstatement to the Petitioner within two months from the date of receipt of this order. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dication by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of May, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

WW1: Sri Yerra Rajamouli

MW1: Sri S. Balaraman

Documents marked for the Petitioner

- Ex.W1:** Photostat copy of reference order dt.25.8.2015
Ex.W2: Photostat copy of representation to ALC(C), Ramagundam by Petitioner
 Dt. 11.12.2014
Ex.W3: Photostat copy of lr. by R2 to ALC(C), Ramagundam dt.7.3.2015
Ex.W4: Photostat copy of reply to R2 lr.by ALC(C), Ramagundam dt.13.5.2015
Ex.W5: Photostat copy of minutes of conciliation proceedings dt.28.1.2015
Ex.W6: Photostat copies of wage payment vouchers from May, 2008 to 1.7.2014
Ex.W7: Photostat copies of work status report registers
Ex.W8: Photostat copies of attendance registers

Documents marked for the Respondent

NIL

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1515.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और एन.एस.सी.बी.आई. एयरपोर्ट ग्राउंड वर्कमेन'स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-18/2003) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं.- एल -11011/26/2002-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1515.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 18/2003) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India** and **N.S.C.B.I. Airport Ground Workmen Union** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[F. No. L-11011/26/2002-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present : Justice K. D. Bhutia, Presiding Officer.****REF. NO. 18 OF 2003****Parties : Employers in relation to the management of****Airport Authority of India, Netaji Subhas Chandra Bose International Airport, Kolkata.****Versus****The General Secretary, N.S.C.B.I. Airport Ground Workmen's Union**

Appearance:

On behalf of Airport Authority of India :

Sri Sushil Karmakar,

Ld. Advocate.

On behalf of N.S.C.B.I. Airport Ground Workmen's Union : Absent.

Dated: 15th July, 2024**A W A R D**

Ld. Counsel for the management of Airport Authority of India is found present, but none appears from the side of the union which has espoused the dispute under reference. The record shows the union has stopped putting appearance since 24-08-2023 and has failed to produce Sri Prasanna Kumar Dalai, W.W.1 for his further examination. Therefore, a presumption can be drawn that the union is no more interested to proceed with the dispute raised by it and as such it is not interested to pursue with the same.

However, by order No. L-11011/26/2002 (IR-M) dt. 26-05-2003 Central Govt., Ministry of Labour in exercise of power conferred u/s 10 (1) (d) and sub-section (2A) of the I.D. Act, 1947 has referred the following issue to this Tribunal for determination:-

“Whether the action of the management of Airport Authority of India (IAD), Netaji Subhas Chandra Bose International Airport, Kolkata in not regularising the service of Sri Swapan Sarkar and 10 others since, October, 1987 is justified? If not, what relief the workmen are entitled to?”

The union in its claim statement has stated that Airport Authority of India through tender process had engaged M/s. Hitech Computer for installation and operation of computer system at Cargo Complex and employ its own personnel for operation of the computers. That those eleven alleged concerned workmen were engaged by M/s. Hitech Computer Services and whose contract with Airport Authority of India came to an end w.e.f. 1st June, 1998 but extended from time to time.

Further, it has alleged that Airport Authority of India had regularised the service of the employees of its another contractor named M/s. Ideal Cleaning Enterprises, but refused to regularise the services of the concerned eleven workmen of it's another contractor named M/s. Hitech Computer Services, on the expiry of contract in the month of June, 1998 despite the Govt. has held the job of computer operation in the establishment of AAI, Air Cargo Complex (Export & Import) at International Airport Division, NSCBI Airport, Kolkata is one of the integral function of the AAI and incidental to the establishment of AAI and thereby prohibited engagement of contractors to run computer operation at Cargo Complex of NSCBI Airport, Kolkata. Thus, the union has prayed for absorption and regularisation of those eleven contactors employees of the Airport Authority of India.

The claim and case of the union has been contested by the management of AAI by filing a written statement where it has alleged that those eleven concerned workmen being employees of its one of the contractors named M/s. Hitech Computer Services and as such there exists no relationship of employer and employee between it and those alleged workmen and there cannot be any industrial dispute between them.

It has also alleged that it accepted the offer of M/s. Hitech Computer Services for installation and operation of computer system at Cargo Complex vide letter dt. 28-10-1987. That as per the terms and conditions of the contract M/s. Hitech Computer Services was required to install computers at the Cargo Complex and employ its personnel for operating the computers. Therefore, the persons engaged by M/s. Hitech Computer Services were not the employees of AAI. That in the year 1976 there was a notification prohibiting employment of contract labour including sweeping, cleaning and watching building owned and occupied by the establishment. The computer service did not fall under the purview of the notification dt.09-12-1976 and as such AAI was at liberty to engage contractor for computer job.

That contract between AAI and M/s. Hitech Computer Services came to an end w.e.f. 18-09-2000. That the Central Govt. also issued a notification on 04-07-2001 prohibiting employment contract labour in the field of computer operation. Therefore, the employees of the contractor are not entitled to claim regularisation and prayed for dismissal of the reference.

The record shows the union has examined one Sri Biplab Kumar Bagchi, sometime in the year 2004 but has failed to produce him for his further examination and cross examination by the management of AAI. Then, it has filed evidence in chief on affidavit of one Sri Prasanna Kumar Dalai, one of the workmen and who too was partly examined on 02-01-2023 and 25-01-2023 and thereafter union has failed to produce him for his further examination and face cross examination. Therefore, the incomplete evidence of both the witnesses examined by union are of no value in the eye of law and as such their evidence cannot be taken into consideration.

Be that as it may, prima facie it is seen the person whose cause have been espoused by the union were admittedly engaged by M/s. Hitech Computer Services, one of the contractors of the AAI and whose contract was terminated by AAI w.e.f. 18-09-2000 as per documents filed by the management of AAI. Therefore, they being employed by the contractors of AAI, it can be safely said that there exists no relationship of employer and employee between them and AAI. Consequently, there cannot be any industrial dispute between the employees of the contractor and the principal employer.

Further, nothing has come on record to prove and show that those eleven alleged contractor's workmen used to work under the direct control and supervision of AAI or AAI was their disciplinary authority and not M/s. Hitech Computer Services or they were paid salary/ wages by AAI or that their P.F. A/c. was maintained by AAI. Therefore, they being direct employees of M/s. Hitech Computer Services, a contractor of AAI, it can be presumed that they were well aware of the facts, their deployment by their employer at AAI was tenure basis and for limited period i.e. only for the contract period and not permanent. Therefore, they being the employees of M/s. Hitech Computer Services, they can seek relief only from their direct employer and not from AAI on the termination of the contract between their employer and AAI. They cannot seek regularisation in the establishment of principal employer/ AAI on the expiry of the contract between their employer and the principal employer as principal employer being a Govt. organisation has to follow its own prescribed recruitment rules and regulation for appointment of technical expert (computer) for running its Cargo Division at International Airport. That all citizens of India should be provided with opportunity of employment in a Govt. organisation that too after publication of notification of sanctioned vacancy. That recruitment has to be made from amongst the eligible candidates having required qualification and those who are successful in clearing both written test and interview. There cannot be any engagement from back door process. If

AAI had engaged those persons directly on contractual basis and had they worked for years together in doing perineal or integral nature of job of AAI, then question of regularisation may arise, but in the present case they being direct employees of the contractor of AAI, their remedy lies with the contractor and not with the AAI.

Further, from the gazette notification dt. 04-07-2001, it appears the Central Govt. has prohibited employment of contract labour in the works of computer operation in the establishment of Airport Authority of India, Air Cargo Complex (Export & Import), International Airport Division at International Airports, Kolkata and Chennai w.e.f. the date of publication of the notification in the official gazette.

In view of the above, this Tribunal holds the dispute raised by the Employees of M/s. Hitech Computer Services for their regularisation in Airport Authority of India, Netaji Subhas Chandra Bose International Airport, Kolkata is not maintainable being speculative for wrongful gain.

Accordingly, Reference Case no. 18 of 2003 is dismissed and an award to that effect is passed.

Justice K. D. BHUTIA. Presiding Officer.

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1516.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स महाशक्ति कोक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और कच्छ लोकल मज़दूर संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स नं.-53/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं.- एल -30011/20/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1516.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 53/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Mahashakti Coke Limited and Kutch Local Mazdoor Sangathan which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No L-30011/20/2022-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present....
Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 10th July, 2024

Reference (CGITA) No. - 53 / 2022

M/s Mahashakti Coke Ltd.,
Mundra,
Kutch (Gujarat) – 370425

..... First Party

V/s

The President,
Kutch Local Mazdoor Sangathan,
Gandhidham,
Kutch (Gujarat) – 370205

.....Second Party

For the First Party : None
For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-30011/20/2022-IR (M) dated 20.09.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Mahashakti Coke Ltd., Mundra, Kutch by not agreeing for joint discussion/conciliation proceedings in respect of the Industrial Dispute bearing ID No. 300005794 dated 13.09.2021 raised by the unrecognized trade union namely Kutch Local Mazdoor Sangathan, Gandhidham, which is claiming as the established union in the establishment of the management, is justified? If not, what relief the trade union is entitled to and to what extent?”

1. The reference was received in this Tribunal on 03rd October, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than one and half years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1517.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अल्ट्राटेक सीमेंट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और कच्छ लोकल मज़दूर संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेंस नं.-56/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. एल -29011/38/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1517.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 56/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **M/s UltraTech Cement Limited** and **Kutch Local Mazdoor Sangathan** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. L-29011/38/2022-IR(M)]

DILIP KUMAR, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....
Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 10th July, 2024

Reference (CGITA) No. - 56 / 2022

M/s Ultratech Cement Ltd.,
Vill. – Vayor, Tal. – Abdasa,
Kutch (Gujarat) – 370511

..... First Party

V/s

The President,
Kutch Local Mazdoor Sangathan,
Plot No. 8, Bhakti Nagar, Gandhidham,
Kutch (Gujarat) – 370205

.....Second Party

For the First Party : None
For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-29011/38/2022-IR (M) dated 31.10.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of Ultratech Cement Limited, Vayor, Kutch by not considering the demands of Kutch Local Mazdoor Sangathan, Gandhidham, vide letter dated 29/10/2021 in respect of unfair labour practice and breach of labour laws by various contractors under the management of M/s Ultratech Cement Limited, Vayor, Kutch including the termination of the services of workmen Shri Koli Dinesh Ismail and Shri Abdulgani Urash Miyaji is proper, legal and justified? If not, what relief these workmen and union are entitled to?”

1. The reference was received in this Tribunal on 15th November, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than one and half years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1518.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अल्ट्राटेक सीमेंट लिमिटेड; मेसर्स इंडियन इंफ्रा के प्रबंधन के संबद्ध नियोजकों और कच्छ लोकल मज़दूर संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स नं.- 60/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. एल -29011/40/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1518.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 60/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s UltraTech Cement Limited; M/s Indian Infra** and **Kutch Local Mazdoor Sangathan** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. L-29011/40/2022-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 10th July, 2024**Reference (CGITA) No. - 60 / 2022**

1. M/s Ultratech Cement Ltd.,

Vill. – Vayor, Tal. – Abdasa,

Kutch (Gujarat) – 370511

2. M/s Indian Infra,

Vill. – Charpadi, Tal. – Abdasa,

Kutch (Gujarat) – 370655

.....

..... First Party

V/s

The President,

Kutch Local Mazdoor Sangathan,

Plot No. 8, Bhakti Nagar, Gandhidham,

Kutch (Gujarat) – 370205

.....

....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-29011/40/2022-IR (M) dated 04.11.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the contractor M/s Indian Infra, Kutch under the management of M/s Ultratech Cement Limited, Vayor, Kutch by not considering the demand of Kutch Local Mazdoor Sangathan, Gandhidham, in respect of reinstatement in continuous service with full back wages with consequential benefits of Shri Abdulgani Urash Miyaji, Workman is proper, legal and justified? If not, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 01st December, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than one and half years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1519.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स अल्ट्राटेक सीमेंट लिमिटेड; मेसर्स एस. के. इंटरप्राइजेज के प्रबंधन के संबंध में नियोजकों और कच्छ लोकल मज़दूर संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स नं.-61/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. एल -29011/41/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1519.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 61/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s UltraTech Cement Limited; M/s S. K. Enterprises** and **Kutch Local Mazdoor Sangathan** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. L-29011/41/2022-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 10th July, 2024

Reference (CGITA) No. - 61 / 2022

1. M/s Ultratech Cement Ltd.,
Vill. – Vayor, Tal. – Abdasa,
Kutch (Gujarat) – 370511

2. M/s S. K. Enterprises,
C/o UTCL, Vayor, Abdasa Sewagram Cement Workers,
Kutch (Gujarat) – 370655

.....

.... First Party

V/s

The President,

Kutch Local Mazdoor Sangathan,

Plot No. 8, Bhakti Nagar, Gandhidham,

Kutch (Gujarat) – 370205

.....

....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-29011/41/2022-IR (M) dated 04.11.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the contractor M/s S. K. Enterprise, Rewa, Madhya Pradesh under the management of M/s Ultratech Cement Limited, Vayor, Kutch by not considering the demand of Kutch Local Mazdoor Sangathan, Gandhidham, in respect of reinstatement in continuous service with full back wages with consequential benefits of Shri Dinesh Koli, Workman is proper, legal and justified? If not, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 01st December, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than one and half years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

Radha Mohan Chaturvedi, Presiding Officer (I/c)

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1520.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मिश्रीलाल माइंस (पी) लिमिटेड के प्रबंधन के संबद्ध नियोजकों और सुकिंदा उपात्यका माइंस वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.-39/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. एल -29011/13/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1520.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 39/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Mishrilal Mines (P) Ltd. and Sukinda Upatyaka Mines Workers Union** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. L-29011/13/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 39/2021**Date of Passing Order – 21st June, 2024****Between :-**

The Chief Executive Officer,
M/s. Mishrilal Mines (P) Ltd.,
27A, Camac Street, Kolkatta – 700 016

... 1st Party-Management.

(And)

General Secretary,
SukindaUpatyaka Mines Workers Union,
Saruabil, P.O. Kanasa, Via – Sukinda,
Jajpur (Orissa) – 755 028.

... 2nd Party-Union.**Appearances:**None. ... For the 1st Party-Management.None. ... For the 2nd Party-Union.**O R D E R**

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-29011/13/2021 – IR(M), dated 26.07.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the demand of SukindaUpatyaka Mines Workers Union (SUMWU) vide letter dated 27.02.2020 to the management of M/s. Mishrilal Mines (P) Ltd., for 10% annual increment to 11 workmen of Saruabil Chromite Mines (List enclosed) on the basis of statutory minimum wages w.e.f. 01.08.2018 as per memorandum of settlement dated 11.08.2018 Act is proper, legal and justified? If yes, what relief the workmen are entitled to? What directions, if any, are necessary in the matter?

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd Party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 20.12.2021 and on dated 02.05.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 31 जुलाई, 2024

का.आ. 1521.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स नालको कॉर्पोरेट ऑफिस; मेसर्स एम एंड आर कॉम्प्लेक्स के प्रबंधन के संबद्ध नियोजकों और नालको मज़दूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.-73/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.07.2024 को प्राप्त हुआ था।

[सं. एल -43011/4/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 31st July, 2024

S.O. 1521.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 73/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s NALCO Corporate Office; M/s M&R Complex and NALCO Mazdoor Sangh** which was received along with soft copy of the award by the Central Government on 31.07.2024.

[No. L-43011/4/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 73/2021

Date of Passing Order – 21st June, 2024

Between :-

The Chief General Manager,
M/s. NALCO Corporate Office,
Bhubaneswar (Orissa) – 751 023.

The Executive Director,
M/s. M & R Complex, P.O. Damanjodi,
Koraput (Orissa) – 763 008.

...

1st Party-Managements.

(And)

General Secretary,
NALCO Mazdoor Sangh,
Qrs. No. T/61, Sector-1,
Damanjodi, Koraput – 763 008.

...

2nd Party-Union.

Appearances:

None.	...	For the 1 st Party-Managements.
None.	...	For the 2 nd Party-Union.

O R D E R

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-43011/4/2021 – IR(M), dated 16.11.2021 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether NALCO MazdoorSangh, being an unrecognized union have the locus-standi to raise the Industrial Dispute against the management of NALCO? Whether raising such issue which is already settled through Long Term Wage Settlement with the Recognized Trade Unions, is legal and justified? If yes, as to what relief the affected Workmen are entitled to?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 20.12.2021, 29.06.2022 and on dated 02.05.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 1 अगस्त, 2024

का.आ. 1522.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट (02/2015) प्रकाशित करती है।

[सं. 39025/01/2024- आई आर (बी-II)-31]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2024

S.O. 1522.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.02/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-39025/01/2024- IR(B-II)-31]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

Present : Justice K. D. Bhutia, Presiding Officer.

CGIT-02 OF 2015

Shri Hansraj Koley Applicant/Employee

Versus

Director, UCO, RSETI ...

Opp. Parties & Chairman-cum-Managing
Director, UCO Bank.

Appearance :

On behalf of the Applicant : Mr. Chira Ranjan Kanjilal, Authorised Representative.

On behalf of Opp. Parties : Mr. Sourjya Roy, Ld. Advocate.

Date: 10th June, 2024

A W A R D.

This false case projects, the desperation of an unemployed youth of the country and how he tried to encash or manipulate an event of his engagement as a guest faculty, to get regular employment in a bank, to ensure his future and secure a stable life without undergoing the rigours of regular recruitment process.

That Sri Hansraj Koley invoked the jurisdiction of this Industrial Tribunal, by filing an application u/s 2-A of the I. D. Act, alleging illegal dismissal or retrenchment or termination from the service by the bank.

Going through the petition u/s 2A of the I.D. Act, the basis of the present case, the claimant has alleged that he was working for the Director, UCO RSETI, Hooghly and Chairman-cum-Managing Director, UCO Bank as a workman since 21-03-2011 to do the job of the Institute under the control and supervision of the Director and other concerned officials and for different sorts of banking works as needed and required and for which he has received several appreciation certificates. His last drawn salary was Rs.5, 500/- per month. The employer, the management of the bank without any information, without any prior notice verbally informed him that his service was no more required on and from 21-11-2012. Thus, he alleged that under the veil of refusal of employment, the management of the bank terminated him from the service.

He made several representations before the authorities of the management of the bank against such illegal termination but of no effect. Finding no other alternative, he lodged a complaint to that effect before the Regional Labour Commissioner (Central), Kolkata through letter dt.14-10-2015, but who too could not settle the dispute and as such after obtaining a certificate from the Regional Labour Commissioner (Central), Kolkata has to come before this Tribunal for justice and relief. Thus, he has alleged that his termination from the service as a workman by the bank to be illegal and prayed for his reinstatement in service with full back wages and other consequential benefits.

Such application of the workman has been contested by the bank by filing written statement from where it is seen that UCO Bank never engaged the applicant to work either in any of the branches of UCO Bank or at its training institute at Hooghly at any point of time.

That UCO Bank has a Rural Development and Self Employment Training Institute at Hooghly, to impart training to unemployed rural BPL/ APL youth for self-employment as well as wage employment. That such institution had requested the applicant to take the session as per specified session plan on 24-03-2012 and for which the applicant was paid a token honorarium/ conveyance expenses. Thereafter, the bank never requested the applicant for imparting any training to unemployed youth.

It has also been alleged by the bank that applicant made several requests before the concerned authority of the bank to allow him to conduct awareness camps as he was receiving several proposals from different Gram Panchayats to conduct awareness camps which the bank declined. Then the applicant started making claim that he has not been paid for the job rendered by him for the RSETI, Hooghly on different dates and also lodged a complaint before the Finance Minister of Govt. of West Bengal. It has alleged that it never engaged concerned workman at any capacity to work in the bank or to work at its training institute at Hooghly and question of terminating the applicant from the service of the bank does not arise. In fact there is no relationship of employer and employee between the bank and the applicant. That there cannot be any industrial dispute between the bank and the applicant. That this Tribunal lacks jurisdiction to entertain the application filed by the applicant u/s 2A(2) of the I. D. Act. It has also been alleged that the applicant in order to make some unlawful gain has filed the present application by suppressing material facts. Therefore, it has prayed for dismissal of the application u/s 2A(2) of the I. D. Act.

Record shows the workman has examined himself as W.W.1. That he has produced the following documents:-

1. Copy of applicant's petition dt. 07-03-2014 filed before the Dy. Chief Labour Commissioner (C), Kolkata and which has been marked as Exb. W-1.
2. Copy of letter of UCO RSETI, Hooghly dt.30-01-2012 to Employment Exchange, Arambagh, Hooghly and which has been marked as Exb. W-2.
3. Copy of letter dt.24-03-2012 addressed to the Applicant by UCO-RSETI, Hooghly and which has been marked as Exb. W-3.

On the other hand the Bank has examined Sri Tarun Kanti Ghosh, Director of UCO RSETI, Hooghly as M.W.1. From the side of the management following documents have been exhibited:-

1. Copy of letter of UCO RSETI, Hooghly dt.30-01-2012 addressed to Employment Exchange, Arambagh, Hooghly and which has been marked as M-1.
2. Copy of applicant's letter dt.20-11-2012 addressed to the Director, UCO- RSETI, Hooghly and which has been marked as M-2.
3. Copy of letter dt.17-08-2013 of Dy. General Manager, Agril & Rural Business Department of UCO Bank to the Dy. Secretary to the Government of Bengal and which has been marked as Exb. M -3.
4. Copy of memo of settlement of Industrial Dispute under Section 2A of the Act, 1947 between the management of RSETI under control of UCO Bank, Kolkata and Sri Hansraj Koley, before the Regional Labour Commissioner (C), Kolkata /Conciliation Officer arrived u/s 12(3) of Industrial Dispute Act, 1947 on 17th June, 2014 and which has been marked as Exb. M-4.

The workman has filed written notes of argument and cited following decisions :-

1. Madhya Pradesh Bank Karmachari Sangh (M.P) –vs- Syndicate Bank & Anrs. 1996 LAB L 1161,
2. State Bank of India –vs- N. Sundaramoney 1996 LLJ Page 478,
3. D. K. Yadav –vs- M/s. J.M. A. Industries Ltd., 1993 (67) FLR, 111 and
4. Bank of Baroda –vs- Ghemarbhaj Harjibhai Rabari (2005) II CLR 279.

The bank too has filed written notes of argument and cited following decisions :-

1. Secretary, State of Karnanta & Ors. –vs- Umadevi (3)& Anrs. (2006) 4 SCC 1,
2. Renu & Ors. –vs- District and Sessions Judge, Tis Hazari Courts, Delhi & Anrs. (2014) 14 SCC 50,
3. Balwant Rai Saluja and Anrs. –vs- Air India Ltd. & Ors., (2014) SCC 407 and
4. National Engineering Industries Ltd. –vs- State of Rajasthan & OPrs. (2000) 1 SCC 371.

Gone through the above cited decisions and find facts and circumstances of the present case entirely different from those cited decisions. Therefore, I am not inclined to discuss the cases referred above for deciding the present case. More so, it is settled law each case has to be decided on its own merit as facts and circumstances of each case differs from others and Court should not place reliance on decisions without discussing as to how fact situation of case before it fits in with fact situation of decision on which reliance is placed. Observations of courts are neither to be read as Euclid's theorems nor as provisions of statute and that too taken out of their context. They must be read in context in which they appear to have been stated. Disposal of case by blindly placing reliance on a decision is not proper because one additional or different fact may make a world of difference between conclusions in two cases. Precedent should be followed only so far as it marks the path of justice.

Be that as it may, that for proper determination of the present dispute, it is necessary to discuss the functions of "RSETI" and to find out whether the applicant was indeed engaged not only as a Guest Faculty but also to do miscellaneous job by the UCO Bank at its training institute.

From the materials on record it appears UCO Bank has Rural Development and Self Employment Training Institute at Mankundu, Hooghly to promote, manage and impart necessary skill training and skill up gradation of the rural BPL youth to mitigate the unemployment problem with active cooperation from state governments. Training programme is decided by the institute, based on the local resources, situation and potential demands for the products/ services. Generally, it impart two sets of training, one basic orientation programme course for SGSY SHGs and other is Skill development programmes for micro enterprise and wage employment/placemen. That soft skill training shall be an integral part of all the training programmes.

Exb. M-1 and Exb. W-2 happen to be the same set of documents and from where it is seen that as per the request of the Employment Exchange office, Arambagh, Hooghly, the bank had decided to organise a self-employment Awareness-cum-Motivational Programme at the office premises of the Employment Exchange from 1st February to 3rd February, 2012. Further, from such letter it appears that bank had sent the study materials and other necessary accessories for organising such awareness camps in the office premises of Employment Exchange, Arambagh, Hooghly through Mr. Hansraj Koley and sought permission to allow Mr. Koley to install the banner and to arrange other necessary inputs to the office of the Employment Exchange, Arambagh, Hooghly.

Prima facie the above exhibited document does not speak that Sri Hansraj Koley, was directed to attend the awareness-cum-motivational programme from 01-02-2012 to 03-02-2012, in the office premises of Employment

Exchange, Arambagh, Hooghly as a Guest Faculty rather it is seen that he was to deliver materials for such programme and to install banners, festoons and make arrangement for necessary inputs.

However, UCO Bank, in Exb. M-3, a letter addressed to the Dy. Secretary to the Govt. of West Bengal dt. 17-08-2013 by the Dy. General Manager, Agri & Rural Business Department, has admitted that Mr. Koley was consulted by the institute to impart training as a guest faculty and duly paid his honorarium by obtaining receipt dt. 03-02-2012 and 28-03-2012. Exb.W-3 another letter dt.24-03-2012 of Director, RSETI, Hooghly, to the applicant prima facie shows that he was to act as a **faculty support** on entrepreneur motivational programme on payment of token honorarium / conveyance expenses. Thus, from the above mentioned two exhibited documents it is seen that applicant was either engaged to work as a Guest Faculty or as a Faculty Support by the RSETI UCO Bank, Hooghly. But, the applicant in his evidence recorded under oath on 04-01-2019, has stated that his educational qualification is class XII passed or to be Higher Secondary Passed.

Therefore, it becomes necessary to understand what the term “Guest Faculty” denotes. Generally, Guest Faculty means Guest Lecturer who is not a part of the permanent members of the faculty of any educational institute but who are usually experts or professionals in particular field and are invited to share their knowledge, expertise, an experience for a specified period of time.

So, question arises in the mind of the Tribunal, whether a person who is only class XII passed or to be Higher Secondary Passed can be a Guest Faculty to impart training in a self-employment awareness-cum-motivational programme organised by Rural Self-Employment Training Institute of UCO Bank?

From the website of RSETI, it is seen the purpose of RSETI is to impart basic orientation programme courses for SGSY SHGs and Skill Development Programme for micro enterprises and wage employment and placement. No documents have been furnished by the applicant to show though he may be class XII passed or to be Higher Secondary Passed but he possesses extra qualification or diploma in the subject matter for which he was engaged as a Guest Faculty of RSETI. In fact Exhibit-W2 and M-1 prove he was assigned by the bank to carry only study materials, banners, festoons etc. which are necessary to organize Self Employment Awareness cum-motivational programme and install those banners and festoons at the venue of the programme and nothing more. Therefore, it is not known how the applicant was appointed as a guest faculty by UCO RSETI, Hooghly as alleged in Exb. M-3.

The applicant in Exb. M-2 a letter addressed to the Director, UCO RSETI, Hooghly on 20-11-2012, has alleged that he was appointed as a guest faculty by the institute and also to do office works and he was not paid properly for the work done by him and requested to make necessary payment for works done by him for more than one year.

But, he in his cross examination admitted that he has no documents except vouchers to prove his appointment as a workman by the institute to do some other work apart from additional job of guest faculty or to prove that he was paid monthly salary of Rs.5,500/- by the Director, RSETI through vouchers or to prove indeed he was paid a sum of Rs.5,500/- per month by UCO Bank RSETI, Mankundu, Hooghly for working as a workman or the job of guest faculty was his additional duty. Thus, he has failed to prove his engagement by bank as casual/temporary/part time workman.

Be that as it may, Exb. M-4 Memorandum of Settlement dt.17-06-2014 shows that the dispute which the applicant had raised before the Regional Labour Commissioner was amicably settled by executing a Memorandum of Settlement between UCO Bank and the applicant Sri Hansraj Koley u/s 12 (3) of the I.D. Act, 1947 on 17-06-2014. The terms of settlement read as follows : -

“1.0 It is agreed by the parties that Sh. Hansraj Koley may apply before the UCo Bank management in prescribed manner for his employment against any regular vacancy, as and when the same will be notified by the Bank management.

2.1 It is agreed that the UCo Bank management shall pay a lumpsum amount of Rs.2,000/- (two thousand) only towards full and final settlement of all outstanding dues raised by Sh. Hansraj Koley.

1.2 Sh. Hansraj Koley is agreed to receive Rs.2,000/- only towards full and final settlement of his pending dues against the management of UCo. Bank, Kolkata.

1.3 It is agreed that management of UCo Bank shall pay the agreed amount i.e. Rs.2,000/- within a period of 30 days.

1.4 It is agreed by both the parties that by this settlement the dispute raised by Sh. Hansraj Koley is fully and finally settled, which is consider fair and reasonable.

The above terms and conditions of settlement ipso facto prove that the applicant Mr. Hansraj Koley was not an employee of UCO Bank or of its training institute at any point of time and which proves there exists no

relationship of employer and employee between UCO Bank and Sri Hansraj Koley. Since there exists no relationship of employer and employee between UCO Bank and Sri Hansraj Kokey, then question of existence of industrial dispute between them too does not arise. Since Sri Hansraj Koley was not an employee of the bank in any capacity or in any category then question of retrenchment or dismissal by the bank too does not arise. That apart, settlement of dispute on payment of dues of Rs.2,000/- itself proves or an inference can be drawn that Sri Hansraj Koley was paid his due for working either as a guest faculty or faculty support by RSETI, UCO Bank, Hooghly.

For the sake of argument even if we assume Sri Hansraj Koley was an employee of RSETI, UCO Bank, Hooghly, then in view of provisions of section 18 (3) of the I.D.Act, 1947 he is bound by the settlement executed between him and the management of bank before the Labour Commissioner during the conciliation proceeding and he cannot wriggle out from such settlement and barred from raising any dispute on any of the issues which have already been settled. Thus, it is seen that Sri Hansraj Koley after execution of settlement on 17-06-2014 has filed the present application u/s 2-A (2) of the I.D. Act claiming himself to be a illegally retrenched employee of RSETI, UCO Bank, Hooghly when Exb. M-4 itself proves that he was not an employee in any capacity either of the bank at its branches or at its RSETI, Hooghly. This Tribunal finds the applicant has filed present false speculative case of retrenchment against the management of UCO Bank in order to make some unlawful gain and that too knowing fully he was not an employee of the bank or being engaged by the bank as a casual /temporary/ part time subordinate staff and that too after getting his dispute regarding non-payment of his honorarium of Rs.2,000/- settled on 17-06-2014.

Therefore, the application u/s 2A (2) of the I.D.Act, 1947 is liable to be dismissed. Accordingly, CGIT 02/2015 is dismissed an award to that effect is passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 1 अगस्त, 2024

का.आ. 1523.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधन, संबंध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (62/2014) प्रकाशित करती है।

[सं.32011/01/2014- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2024

S.O. 1523.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.62/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust and their workmen.

[No. L-32011/01/2014- IR(B.II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present: Justice K. D. Bhutia, Presiding Officer.

REF. NO. 62 OF 2014

Parties: Employers in relation to the management of

The Chairman, Kolkata Port Trust

Versus

The General Secretary, Haldia Port & Dock Employees Association.

Appearance:

On behalf of the Kolkata Port Trust: Mr. Ashok Kumar Jena, Ld. Advocate.

On behalf of the Workmen/Union : Mr. Lakshman Ch. Halder, Ld. Advocate.

Dated: 18th June, 2024

A W A R D

Govt. of India, Ministry of Labour vide Order No. L-32011/01/2014-

IR (B-II) dated 21-08-2014 in exercise of the power conferred under section 10(1)(d) and (2A) of the Industrial Dispute Act, 1947 has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of Kolkata Port Trust is justified in terminating the service of 3 no. of workmen namely Sri Manabendra Pramanik, Cook, Smt. Narayani Bauri, Sweeper and Sri Khokan Bauri, Servant is legal and/or justified?

(2) Whether the action of the management in denying the terminal benefits to the above workmen is legal and/or justified? What relief the concerned workmen are entitled to?”

The facts giving rise to the above disputes are that management of Kolkata Port Trust, had engaged casual daily Cook, Sweeper and Servant to render their service to Station In-charge, Vessel Traffic Management System Roychowk Syledis Station and other visiting officials. That they were paid wages by Kolkata Port Trust through vouchers. That they used to work directly under the administration and control of Kolkata Port Trust. Roychowk Syledis Station has been closed down from January, 2012 and on the closure of the station those three workmen were denied employment w.e.f. 17-01-2012. That they have not been paid any retrenchment compensation or deputed them to other sites or office of Kolkata Port Trust. Therefore, it has been alleged that those three workmen have been illegally retrenched from the service. Therefore, they have prayed for their reinstatement w.e.f. 17-01-2012 with consequential relief.

The claim of the union has been contested by the management of Kolkata Port Trust and where it has admitted that those three workmen were deployed at the Station-in-Charge, Roychowk Syledis Station. They were paid in appropriate manner in terms of hours of work rendered by them under Minimum Wages Act. They used to discharge their duty at the discretion of the Station-in-Charge, Roychowk Syledis Station to serve the officials who posted/visited Roychowk Syledis Station.

After commencement of functioning of Differential Global Positioning System (DGPS) the functioning of Roychowk Syledis Station has been closed down and vacant possession of the same was handed over to the Estate Department of Kolkata Port Trust on 27-01-2012. That Roychowk Syledis Station has been handed over to M/s. Garden Reach Shipbuilders & Engineers, under the Ministry of Defence. That on closure or non-existence of Roychowk Syledis Station there was/is no requirement to engage those three workmen for any purpose. More so, Station-in-Charge, Roychowk Syledis Station primarily engaged them to do domestic work on his exclusively personal capacity and discretion. Those three persons had no connection with Kolkata Port Trust either through any contract or appointment. They cannot be considered to be employees of Kolkata Port Trust. That there exists no relationship of employer – employee between those three workmen and the management of Kolkata Port Trust and as such no industrial dispute lies. Therefore, it has prayed for dismissal of the reference.

Record shows the workmen have examined Sri Manabendra Pramanik, one of the workmen as W.W.1 and Sri Ashok Kumar Manna, Joint Secretary, Haldia Port and Dock Employees Associations as W.W. 2. The Union has filed following documents in support of its case and claim:-

1. Copy of letter dt.25-11-2011 of Labour Enforcement Officer (Central), Kharagpur addressed to the concerned union where it has been stated that those three workmen engaged at various Syledis/VTMS Stations under Department of Chief Hydraulic Engineer of Kolkata Port Trust are workers under the administration and control of Kolkata Port Trust and not under Haldia Dock Complex and which has been marked as Exhibit-W-1,
2. Copy of letters dt.20-08-2012 and 17-01-2012 of the Union to the A.L.C. (Central) and which have been marked as Exb. W-2 and W-2/A,
3. Copy of A. L. C.'s letter dt.03-03-2014 to the Secretary, Govt. of India, Ministry of Labour & Employment, in respect of failure of conciliation and for referring the dispute u/s 10(A) of the I. D. Act to which management has expressed disagreement and which has been marked as Exb. W-3 and
4. Payment receipts in 14 pages and which have been marked as Exb. W-4 (collectively).

On the other hand management has examined Sri Vinay Sanjay Sule, Executive Engineer, Shyama Prasad Mookerjee Port, Kolkata earlier known as Kolkata Port Trust, Kolkata as M.W. 1.

The management has filed following documents:-

1. Note sheets from page no.11 to page no.15 and which has been marked as Exb. M-1 in connection of the matter relating to those concerned three workmen,
2. Copy of handing over of Roychowk Syledis Station building to the Estate Department on 27-01-2012 along with letter dt.30-01-2012 and which have been marked as Exb. M-2 and
3. Note Sheet of Kolkata Port Trust Wireless Service dt.03-08-2011 and which has been marked as Exb.M-3.

Gone through both oral and documentary evidence adduced by the parties from where it is seen that Roychowk Syledis Station was under the control and administration of Kolkata Port Trust. The said Station has been closed down in the month of January, 2012 and entire station premises has been handed over to the Estate Department of Kolkata Port Trust on 27-01-2012 and there exists no such station at present. It is also admitted fact that there was a post of Station-in-Charge at Roychowk Syledis Station.

However, contradictory and inconsistent evidence have come on record on the issue whether those three concerned workmen were engaged to render their services as a full time cook, part time sweeper and part time servant exclusively to the Station-in-Charge, Roychowk Syledis Station or they were engaged to render their services to the visiting officials also as alleged by M.W.1 and as projected in Exb. M-1 or whether those three persons were engaged by the Station-in-Charge, Roychowk Syledis Station in his personal capacity and in his discretion and not by Kolkata Port Trust.

It is the case of the workmen that they have been employed by the Kolkata Port Trust and they were paid wages by Kolkata Port Trust for rendering their services to Station-in-Charge of Roychowk Syledis Station.

It is true that W.W.1, the alleged cook Sri Manabendra Pramanik in his cross examination has stated that he was not given any appointment letter but he was appointed as substitute of his father. Station-in-Charge in his own capacity has appointed him and used to give salary of his father to him. His father was a daily rated worker and not a permanent staff. His salary was not paid by Kolkata Port Trust but paid by Station-in-Charge. He could not avail any leave and had to provide a substitute in case he had to take leave. That he and other two workmen were paid wages through vouchers and produced those receipts which have been marked as Exb.W-4 (collectively).

The W.W.2, Joint Secretary of the concerned union stated that Sri Manabendra Pramanik joined as a Cook in the year 2010 after the demise of his father. Sri Khokon Bauri joined as a servant in the year 2003 after the retirement of his father and Smt. Narayani Bauri joined as a sweeper in the year 2002 directly. He further stated that those three workmen were paid by Kolkata Port Trust through Station-in-Charge in cash. Sri Manabendra Pramanik was paid full wages as he had to remain in the residence of Station-in-Charge for 24 hours. That Smt. Narayani Bauri and Sri Khokon Bauri were paid half the wages of that of Sri Manabendra Pramanik as they used to render service only for eight hours in a day. They were paid on monthly but at daily rate basis.

On the other hand M.W.1 has come up with a new case supported by Exb. M-1 and alleged those cook, sweeper and servant were not engaged exclusively for Station-in-Charge but also to serve other visiting officials and as such Kolkata Port Trust used to make payment to them through G-20. He has further stated that Station-in-Charge were earlier paid allowances for engagement of a sweeper, cook and servant but who had expressed that such allowances were reflected as his income and for which he had to bear additional income tax from his salary. Therefore, the management of Kolkata Port Trust paid wages to those three concerned workmen through G-20.

It is settled law no party can be allowed to make out a new case at the time of trial and when the original pleading of the party is totally silent about such fact or there is absence of nexus in between the averments made in the original pleading and with the new facts brought at the time of trial.

Be that as it may, in view of new plea taken by the management a question arises in the mind of the Tribunal, if those three workmen were to work not only for Station-in-Charge but also to serve the other visiting officials then it is not known how the management of Kolkata Port Trust could pay domestic help allowances as a part of the salary of Station-in-Charge and for which he was subjected to income tax. It is not known how the management of Kolkata Port Trust could pay wages of its casual employees engaged to serve not exclusively Station-in-Charge but also other officials of Kolkata Port Trust visiting Roychowk Syledis Station as a part and parcel of the salary of the Station-in-Charge as allowances as sated by M.W.1.

Further, evidence of M.W.1 appears to be evasive as he could not say whether the Station-in-Charge of Roychowk Syledis Station was provided with an official quarter or not or whether he had to remain in the Station for 24 hours or not or only during the specific duty hours or whether the Station-in-Charge, Roychowk Syledis Station used to remain alone in the Station or whether other officials too used to visit Roychowk Syledis Station.

Further, he has stated those three concerned workmen were not engaged by Kolkata Port Trust or through its contractor rather they were engaged by Station-in-Charge who was vested with discretion power to engage casual

employees. That Station-in-Charge of Roychowk Syledis Station used to draw allowance and from which he used to make payment to cook, sweeper, caretaker and servant engaged by him in official capacity but later when he found that servant allowance which he had drawn was burden with additional income tax and as such instead of paying servant allowance to him directly he was allowed to draw servant allowance through G-20 and make payment to those persons whom he had employed to work as cook, sweeper, caretaker and servant and denied of making payment to those three workmen by the management of Kolkata Port Trust.

However, during cross examination he has admitted that at present four Vessel Traffic Management System are in operation in West Bengal namely Haldia, Sagar, Freserganj and Dadanpatra. That as per requirement of such VTMS stations, Kolkata Port Trust has provided contractors employees such as sweeper, cook and servant to those four VTMS stations. He has further stated that at present casual employees are engaged in those operational four VTMS through tender process or through contractors.

Therefore, in view of such statement made by M.W.1 in cross examination it appears that Station-in-Charge of VTMS Station at Roychowk Syledis Station too was provided with casual workmen in the capacity of cook, sweeper and servant and for that reason Kolkata Port Trust used to make payment to those casual employees engaged for rendering personal services to the Station-in-Charge through G-20.

It is a matter of common knowledge that if the post of Station-in-Charge is entitled to draw servant allowance, then as per provision of section 10(14) of the Income Tax Act, 1961 such allowance is an exempted allowance as section 10(14) provides exemption of expenses incurred due to employer's business provided such expenses are spent only for given purpose. Therefore, question of burdening Station-in-Charge with additional income tax for drawing domestic help allowance does not arise. Further, drawing wages of departmental casual workmen as a part of salary of Station-in-Charge sound weird and unknown.

In the present case it has come on record that casual cook, sweeper and servant were provided by the Kolkata Port Trust to the Station-in-Charge, Roychowk Syledis Station, perhaps by virtue of his post or as provided by Kolkata Port Trust as his service condition.

Nonetheless, M.W.1 admitted that those three concerned workmen were paid by Kolkata Port Trust through G-20. If they were not employed directly by Kolkata Port Trust either as a temporary or daily or casual workmen then the question of payment of wages to them by Kolkata Port Trust through G-20 too does not arise. Payment of wages to those three casual workmen through G-20, itself prove that they were indeed engaged by Kolkata Port Trust and not by Station-in-Charge in his personal capacity as alleged. Such payment itself proves existence of relationship of employer and employee between Kolkata Port Trust and those three workmen.

Further, Exb.W-4 (collectively), the payment receipts for the period from March, 2010 to February, 2011 bearing seal and signature of Station-in-Charge, Roychowk Syledis Station, Kolkata Port Trust Hydraulic Study Department ipso facto prove that Sri Manabendra Pramanik was paid full wages for working as a cook. That Sri Khokon Bauri and Smt. Narayani Bauri were paid half wages for working as a servant and sweeper. That they were engaged for the entire month without any break or holidays.

Thus, those payment receipts prima facie show that three workmen had put continuous services for more than 240 days in a calendar year either as a permanent casual or part time casual and they were not engaged by the Station-in-Charge in his personal capacity to render personal service to him.

Exhibit-M-1 also corroborates that Station-in-Charge, Roychowk Syledis Station was provided with full time cook, part time servant and part time sweeper in his station and the same mode of payment to be followed in other four VTMS Haldia, Sagar, Freserganj and Dadanpatra.

It is very interesting to note that Exhibit-M-1 Note Sheet dt.12-04-2011 to 15-07-2011 is manufactured for the purpose of this case as Exb.W-4 (collectively) dt. March, 2010 to February, 2011 belie the contents of Exb.M-1. Further, Exb.W-4 (collectively) prima facie prove that Station-in-Charge, Roychowk Syledis Station used to make payment of wages to those three persons not in his personal capacity but in his official capacity as Officer-in-Charge. The management has failed to produce salary register of Station-in-Charge, Roychowk Syledis Station to prove that earlier allowances was paid to the Station-in-Charge, Roychowk Syledis Station in his salary for making payment of wages to departmental cook, sweeper and servant engaged not for his personal use but for use of the entire station and such allowances had become additional burden to his income tax. Therefore, the management decided to make payment to those casual employees engaged by Station-in-Charge, Roychowk Syledis Station through G-20.

Therefore, in view of the above, the concerned three workmen having rendered their services for more than 240 days in a year as a cook, sweeper and servant at Roychowk Syledis Station from the month of March, 2010 to February, 2011 and that too without any break deemed to be in continuous service u/s 25-B of the I.D. Act, for the purpose of chapter VA which deals with lay off and retrenchment. Thus, in view of provision of Section 25-F of I.D. Act, Kolkata Port Trust cannot retrench them without giving them one month's notice in writing indicating the reason

for retrenchment and the period of notice has expired, or they have been paid in lieu of such notice, wages for the period of the notice. Further, Kolkata Port Trust has to pay at the time of retrenchment compensation which shall be equivalent to 15 days average pay for every completed years of continuous service or any part thereof in excess of six months.

In the present case there is no compliance of provisions of 25-F by Kolkata Port Trust at the time of the retrenchment of those three casual concerned workmen from the service as a full time cook, part time servant and part time sweeper when it closed or shut down its Roychowk Syledis Station in the month of January, 2012.

Therefore, Kolkata Port Trust is directed to make payment of a lump sum amount of Rs.2,00,000/- (Rupees Two Lakh) only to each of the concerned workman.

Accordingly Reference No.62 of 2014 is disposed of and award is passed to that effect.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 1 अगस्त, 2024

का.आ. 1524.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (67/2014) प्रकाशित करती है।

[सं. एल-32012/01/2014- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 1st August, 2024

S.O. 1524.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.67/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust and their workmen.

[No. L-32012/01/2014-IR(B.II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

REF. NO. 67 OF 2014

Parties : Employers in relation to the management of

Kolkata Port Trust & M/s. Bengal Sainik Punarvas Corporation Ltd.

Versus

Their Workmen Sri Biswanath Das & Md. Salauddin

Appearance:

On behalf of Kolkata Port Trust: Mr.Alok Banerjee and Mr. Ashok Kumar Jena, Ld. Advocates.

On behalf of M/s. Bengal Sainik Punarvas Corporation Ltd. : Absent.

On behalf of the Workmen. : Absent.

Dated: 12th June, 2024

A W A R D

The workmen who have raised the present dispute are found absent when the matter is called. None appears from the side of the workmen.

Today has been fixed evidence from the workmen. Record shows workmen have stopped pursuing with the matter from 01-05-2024 when they have been instructed to file the evidence in chief supported by an affidavit and in proper form, when it was detected the evidence in chief of workman Sri Biswanath Das, who was examined as W.W. 1 in part had to be expunged on 05-06-2023 on detecting that his such evidence in chief was not in proper form or being supported by an affidavit though it reads evidence in chief on affidavit.

Further, record shows the case has been fixed for adducing evidence from the side of the workmen since 20-03-2020 and their failure to adduce evidence even after lapse of more than four years an inference can be drawn that they are no more interested to proceed with the hearing of the case or pursue with the dispute raised by them.

Be that as it may, by order No. L-32012/01/2014 IR(B-II) dated 10-10-2014, the Govt. of India, Ministry of Labour in exercise of power conferred under section 10(1) (d) and (2A) of the Industrial Dispute Act, 1947 has referred the following issues for determination by this Tribunal :-

“Whether the action of the management of M/s. Bengal Sainik Punarvas Corporation Ltd., is justified in denying reinstatement in service to Sri Biswanath Das & Md. Salauddin without allowing termination benefits under Section 25F of I.D. Act, 1947 is legal and or justified? What relief the workmen are entitled to?”

The workmen in their claim statement have alleged they were appointed as security guards by Kolkata Port Trust on the basis of an agreement of contract in a fixed consolidated remuneration of Rs.9,100/- per month with a unfurnished accommodation on payment of applicable license fee/ rent. That they had to work on shift duty with a 15 days leave in a year and further sick leave of 10 days. They were paid uniform allowance of Rs.120/- per month. They were provided with free medical facilities in the Centenary Hospital of KPT. The service of the workmen is subject to termination on 24 hours' notice provided the performance is unsatisfactory and consider to be detrimental to the interest of the Kolkata Port Trust. That they worked for more than ten years and their attendance was maintained by KPT (the exact copy of Exb.W-1 though expunged).

It has been alleged that KPT all on a sudden engaged M/s. Bengal Sainik Punarvas Corporation Ltd., (a Govt.of West Bengal enterprise) and thereby terminated the service of the workmen from June, 2012 without providing them wages for one month notice and retrenchment compensation as provided in section 25-F of the I.D. Act, 1947. Thus, they have prayed for their reinstatement with back wages.

That Kolkata Port Trust too has filed its written statement where it has alleged that the Board of Trustees for the Port of Kolkata entered into an agreement with Rajya Sainik Board on 30-04-2009 for providing security personnel to its establishment for a period of three years w.e.f. May,2009 to 31st January, 2013. That M/s. Bengal Sainik Punarvas Corporation Ltd.,is a company run under the aegis of Rajya Sainik Board and who provided Ex-Servicemen, Ex-Paramilitary Forces and Ex-Infantry Battalion personnel as security guards to its establishment in terms of provisions of Contract Labour (Regulation & Abolition) Act, 1970, EPF & MP Act, 1952, ESI Act, 1948 etc.

That those two workmen might had been employees of its contractor. They were never engaged by KPT either on contract or as casual. That there exists no relationship of employer – employee between it and those workmen and as such question of terminating them from the service by it does not arise and no relief can be sought against KPT. Therefore, it has prayed for dismissal of the reference and claim of those workmen.

Record shows M/s. Bengal Sainik Punarvas Corporation Ltd.,had put appearance but later failed to pursue with the matter.

Perused the list of documents filed by those workmen along with their claim application. Apart from copy of correspondence they had with the authority of KPT and Labour Commissioner no other documents are there to prove that those two workmen were directly engaged by KPT by over passing its own recruitment rules and regulations in respect of security guards on consolidated wage of Rs.9,100/- per month with quarter facility, free medical facility at its hospital, uniform allowance of Rs.120/- per month and with leave facility of 15 days in a year and additional sick leave of 10 days in a year.

They have filed a letter dt. 14-11-2012 of KPT regarding engagement of security guards on contract and which was marked as Exb.W-1 before the evidence of W.W.1 was expunged.

It is the case of the workmen that they were terminated by KPT from the month of June, 2012 on engagement of M/s. Bengal Sainik Purna Nivas Ltd. If that be so, this Tribunal does not find any connection between Exb.W-1 dt. 14-11-2012 with the service of those workmen already terminated in the month of June, 2012.

In fact the documents filed by the management of KPT shows it had entered into an agreement with Rajya Sainik Board/ M/s. Bengal Sainik Punarvas Corporation Ltd.,, a company under the aegis of RSB on 30-04-2009 for supply of security guards for a period of three years w.e.f. 01-05-2009. Further, on expiry of such contract, the Secretary of Rajya Sainik Board and its agency M/s. Bengal Sainik Punarvas Corporation Ltd., were directed to hand

over 13 sites to the Port Security Organisation w.e.f. 07-12-2012. That there was handing over of those sites by Bengal Sainik Punarvas to Inspector, Port Security Organisation on 07-12-2012.

Further, letter of those two workmen addressed to the Regional Labour Commissioner (Central), Kolkata dt.22-05-2013 filed by the management as Annexure-9 shows those two concerned workmen had admitted themselves to be engaged as labourers by Md. Nizamuddin, a labour contractor of Kolkata Port Trust in the year 2010 till 2012 and they were not allowed to join their service by their employer Md. Nizamuddin.

The Annexure-9 the document of those two workmen and copy of which filed by the management ipso facto prove the case of those two concerned workmen is totally false that they were directly engaged by Kolkata Port Trust as security guards for more than 10 years under an agreement.

In fact, the Annexure-9 shows they were the employees of the Labour Contractor of KPT and engaged as labourers and not security guards as alleged by them. Further, during their alleged employment as contractor's labour at KPT, the job of security guard was sourced out by KPT to Rajya Sainik Board/ M/s. Bengal Sainik Punarvas Corporation Ltd., a company under the aegis of RSB on 30-04-2009 and for a period of three years w.e.f. May, 2009 and as per Annexure- 7 & 8 filed by the management the contract was till 7th December, 2012.

Further, from the above documents it appear on expiry of the period of contract with Rajya Sainik Board/ M/s. Bengal Sainik Punarvas Corporation Ltd., the Port Security Organization had taken over the responsibility of security department of KPT.

From Exb. W-1 an inference can be drawn that after taking over the entire security department from RSB, the KPT had decided to engage security guards on contract basis by issuing Exb.W-1 on 14-11-2012.

So, it appears the concerned workmen in order to make wrongful gain of such letter dt. 14-11-2012 issued by KPT has raised a false industrial dispute of retrenchment against KPT and that too from the job of security guards after working for more than 10 years, when they in Annexure-9, their application dated 22-05-2013 addressed to Regional Labour Commissioner (C) Kolkata had alleged being retrenched by their employer a labour contractor Md. Nizamuddin from the month of June 2012.

In view of the above, this Tribunal fails to understand how Regional Labour Commissioner (C), Kolkata could refer the present dispute for adjudication to an industrial tribunal when Annexure 9 prima facie prove non-existence of an industrial dispute between KPT and those workmen or in between those workmen and M/s. Bengal Sainik Punarvas Corporation Ltd., when there exist no employer - employee relationship between those alleged workmen and those alleged employers.

Accordingly, the Reference No. 67 of 2014 being without any basis is liable to be dismissed and an award to that effect is passed.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1525.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान जिंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री गौरंगा चरन सा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 09/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.08.2024 को प्राप्त हुआ था।

दिलीप कुमार, अवर सचिव

[सं. एल-27012/19/2015- आईआर(एम)]

New Delhi, the 5th August, 2024

S.O. 1525.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 09/2016**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Zinc Ltd.** and **Shri Gauranga Charan Sa** which was received along with soft copy of the award by the Central Government on 05.08.2024.

[No L-27012/19/2015-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 09/2016

L-27012/19/2015 -IR(M), dated 22.01.2016

Date of Passing Award – 21st Day of February, 2024

Between:

1. The Vice President (HR),
Hindustan Zinc Ltd.,
Yashad Bhawan, Udaipur,
Rajasthan – 313004.
 2. The Company Secretary,
Hindustan Zinc Ltd.,
Yashad Bhawan, Udaipur,
Rajasthan – 313004. ... 1st Party-Management.
- (And)

Shri Gauranga Charan Sa,
Via-Khutumunda, PO-Ujalpur,
P.S.-Lephrupada, Dist-Sundargarh,
Odisha - 770011, ... 2nd Party Workman

Appearances:

Shilpa Nair, ... For the 1st Party-
Deputy Manager (Legal) Management No. 1&2
Shri Gauranga Charan Sa, ... For the 2nd Party-Workman

A W A R D

The Government of India in the Ministry of Labour & Employment has referred the present dispute existing between the employer in relation to the Management of the Sargipali mines of Hindustan Zinc Ltd., Sundargarh, Odisha and their workman Shri Gauranga Charan Sa, in exercise of the powers conferred under clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 vide their Order No. L-27012/19/2015 –IR(M) dated 22.01.2016 to this Tribunal for adjudication. The dispute as referred to has been mentioned under the schedule of the order of reference which is quoted below.

- “1. Whether the dismissal order passed by the Sr. Manager Mines, Sargipali holds good inspite of acquittal of the workman in the criminal case by Hon’ble S.D.J.M. Sundargarh? If not, what relief the workman is entitled to?
2. Whether the workman is entitled to full VRS amount along with interest and pension? If not, what relief he is entitled to?”

2. After the receipt of the order of reference, the matter was registered and necessary judicial proceedings were held in the matter. The 2nd Party-Workman filed his Statement of Claim and a copy of the same was duly served on the 1st Party-Managements No. 1 & 2.

3. The case of the workman as per his Statement of Claim in brief is as follows:

That he was working as a **Mines Attendant A**. In the Sargipali mines of Hindustan Zinc Ltd from 13.08.1982 to 06.12.2000 honestly and sincerely. On the complaints of one Shri Kishor Chandra Choudhury, a G.R. Case was registered against him vide G.R. Case No. 639 of 2000 under the Sundargarh Police Station, Odisha and on the basis

of the same the 1st Party-Management had suspended him with Charge Sheet following Clause 17 (27) and 17 (32) of the Standing Orders of the company. But basing upon the police report, the management discharged him from his services with effect from 20.03.2002. Subsequently, he was acquitted from the G.R. Case by the orders of the Hon'ble S.D.J.M., Sundargarh vide judgment/orders passed on 18.07.2006 and against this order of acquittal, the complainant Shri Choudhury again moved the Hon'ble Orissa High Court for Criminal Revision vide CrI. Revision No. 920 / 2006 which was dismissed by the Hon'ble Court on 07.12.2009. He had received on protest Rs. 3,08,881/- towards his G.P.F. and Gratuity and Rs. 15,113/- towards his subsistence allowance and encashment of leave, but he has prayed for the payment of VRS amount in full with interest and pension applicable to him alongwith his litigation cost etc.

4. The case of the 1st Party Management No. 1 & 2 as per their joint Written Statement of is as follows:-

That the 2nd Party-Workman preferred his claim after a gap of almost 14 (fourteen) years from the date of termination of his services for which the present claim of the 2nd Party-Workman is not maintainable being barred by limitation. Further, the Hon'ble Orissa High Court have been pleased to dismiss the O.J.C. No. 13281 of 2000 preferred by the 2nd Party-Workman before the Hon'ble Court to set aside the order of termination issued to him (workman) by the 1st Party-Management, on the grounds of the Management being a private company. The workman preferred the above O.J.C. before the Hon'ble Court prior to approaching this Tribunal which amounts to the practice of forum shopping on the part of the workman as well as prima facie, it is an abuse of process of courts. The 1st Party-Managements have prayed for dismissing the Claim Statement filed by the 2nd Party-Workman contending that the same is barred by limitation as well as violative of the principles of Res Judicata.

5. During the course of adjudication of this case both the parties have settled their disputes out of the court and in consideration of the same the 1st Party-Management had paid an amount of Rs. 5,78,553/- (Rupees Five Lakhs Seventy Eight Thousand Five Hundred Fifty Three) only to the disputant workman in the shape of Demand Draft drawn in ICICI Bank vide D.D. No. 567247 dated 22.01.2024 towards full and final settlement of the dispute.

Both the parties have filed their settlement in Form – H and prayed for closure of this dispute in the light of the settlement arrived at between them. Considering the facts and circumstance and the submissions of the stake holders of this case, the Tribunal is of the opinion that whatever dispute was existing between the 2nd Party-Workmen and the 1st Party-Managements, the same have already been settled and no further adjudication is required under the Act.

6. Hence this award is passed in terms of the Memorandum of Settlement arrived at between the 2nd Party-Workman and the 1st Party-Managements. The Memorandum of Settlement filed by the parties in this case forms part of the award. The reference is answered accordingly.

7. This is the award of this Tribunal.

DINESH KUMAR SINGH, Presiding Officer

FORM-H

(See Rule-58)

I.D. CASE No. 9/2016

MEMORANDUM OF SETTLEMENT

The Vice President (HR),

Hindustan Zinc Ltd.,

Yashad Bhawan, Udaipur,

Rajasthan - 313004

... 1st Party Management

Versus

Shri Gouranga Charan Sa,

Via. Khutumunda, Po. Ujalpur,

Ps. Lephripada, Dist. Sundargarh,

Odisha, Pin – 770001

...2nd Party Workman

1. Pursuant to a dispute raised by the 2nd Party Workman after lapse of 14 years, reference was made as to the sustainability of the order of discharge passed by Hindustan Zinc Limited, as per the recommendation of the enquiry officer in a disciplinary proceeding.

2. Upon Hindustan Zinc Limited being notified, it participated in the proceedings before the CGIT, Bhubaneswar in ID Case No.9 of 2016.
3. In course of the hearing a settlement has been arrived at between the parties to the effect that on payment of Rs. 5,78,553/- (Rupees Five Lakh, Seventy-Eight Thousand, Five Hundred Fifty-Three) towards full and final claim of the 2nd Party Workman the ID Case No.9 of 2016 can be closed for all time to come.
4. The 1st Party Management having agreed to such a settlement, has entered into the present settlement and the consideration amount as about has been paid in the Court to the 2nd Party Workman by the 1st Party Management by way of a Demand Draft, it bearing No. 567247, dated 22.01.2024 drawn in the Bank of ICICI, in favour of the 2nd Party Workman.
5. In view of the developments as above there subsists no claim of 2nd Party Workman as against Hindustan Zinc Limited and the present successor in interest either for the past, present or future.
6. Therefore, as per this settlement the proceeding comes to an end and necessary order to the effect may be passed in the interest of justice.

1) Witness:

The Vice- President(HR)

st Party Management in

I.D. Case No. 9 of 2016

Through its Authorized Signatory
(Ms. Shilpa Nair) Deputy Manager
(Legal), Hindustan Zinc Ltd.

2)

Mr.Gouranga CharanSa

2ndPartyWorkman in

I.D. Case No.9 of 2016

CGIT, Bhubaneswar

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1526.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 मुम्बई के पंचाट (11/2018) प्रकाशित करती हैं

[सं. एल-34025/03/2017- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Mumbai* as shown in the Annexure, in the industrial dispute between the management of Jawaharlal Nehru Port Trust and their workmen.

[No. L-34025/03/2017- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

SHRIKANT K. DESHPANDE

Presiding Officer

REFERENCE NO. CGIT-2/11 of 2018**EMPLOYERS IN RELATION TO THE MANAGEMENT OF****JAWAHARLAL NEHRU PORT TRUST.**

The Chairman,
Jawaharlal Nehru Port Trust,
Admn. Building, Sheva,
Navi Mumbai - 400707

AND**THEIR WORKMEN.**

The President,
JNPT Kamgar Ekta Sanghatana,
JNPT, Admn. Building,
Ground Floor, Sheva,
Navi Mumbai – 400707

APPEARANCES:

Party No. 1 : Mr. L. L. D'Souza
Advocate

Party No. 2 : Mr. J. H. Sawant
Advocate

AWARD

(Delivered on 05-06-2024)

1. This reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-34025/03/2017 – IR (B-II) dated 26.02.2018. The terms of reference given in the schedule are as follows :

“Whether the action of Jawaharlal Nehru Port Trust in imposing CCS Pension Rules 1972 on S/Shri Sachin Kadu and Pritam Yadav Patil by halving their tenure on contract for the purpose of pensionary benefits as against the ‘Jawaharlal Nehru Port Trust Employees Pension Regulations’, is justified? If not, to what relief S/Shri Sachin Kadu and Pritam Yadav Patil are entitled ?”

2. The party no. 2 union has filed an application (Ex-9) praying for disposal of reference. Read application Ex-9, signed by the counsel for the party no. 2 union Mr. Jai Prakash Sawant advocate. Perused the say given by the counsel for the party no. 1 alongwith document placed on record with document at Ex-10. Heard the parties.

3. It is contended on behalf of the party no. 2 union that, the parties have settled their dispute amicably, therefore the party no. 2 union does not want to proceed with the reference. This fact is also corroborated by the document filed alongwith no objection for withdrawal Ex-10. In view of this, the reference is disposed of for want of prosecution. The party no. 2 is not entitled for relief. No order as to cost.

4. An award be drawn accordingly.

ORDER

- i. The Reference is answered in negative.
- ii. The party no. 2 is not entitled for relief sought in reference.
- iii. No order as to cost.
- iv. The award be sent to the Government.

Date: 05-06-2024

SHRIKANT K. DESHPANDE, Presiding Officer

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1527.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 मुम्बई के पंचाट (32/2018) प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-I)-198]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.32/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Mumbai* as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen.

[No L-12025/01/2024- IR (B-I)-198]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

SHRIKANT K. DESHPANDE

Presiding Officer

APPLICATION.REFERENCE CGIT-2/32 of 2018

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

GENERAL MANAGER, CENTRAL RAILWAY,

MUMBAI CST. , MUMBAI - 400001

AND

THEIR WORKMAN.

Shri Shaukat Fida Hussain, Room No. 4,

Phatan Masjid Compound, Delile Road,

B. M. Marg, Elphistone Road West,

Mumbai - 400013

APPEARANCES:

Party No. 1 : Mr. B. K. Ashok

Advocate

Party No. 2 : Mr. Iqbal Siddique

Advocate

AWARD

(Delivered on 05-06-2024)

This is an application filed under section 2A (2) of the Industrial Disputes Act 1947.

The applicant/workman has filed an application Ex-6 praying for disposal of the reference as not pressed.

Read application Ex-6. Verified the applicant/workman in presence of his counsel. Perused the say given by the counsel for the opponent today.

It appears that the applicant does not want to proceed with the case as the same is likely to be an obstacle in clearance of his profile, therefore requested for withdrawal. The other side has given no objection for withdrawal. in view of this, the application is disposed of as withdrawn. No order as to cost. The proceeding is closed.

ORDER

- i. The application reference is answered in negative.
- ii. The party no. 2 is not entitled for relief sought in reference.
- iii. No order as to cost.
- iv. The award be sent to the Government.

Date: 05-06-2024

SHRIKANT K. DESHPANDE, Presiding Officer

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1528.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं II चंडीगढ़ के पंचाट (90/2011) प्रकाशित करती है।

[सं. एल-12012/67/2010- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1528.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.90/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. II Chandigarh* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No L-12012/67/2010- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: Sh. Kamal Kant, Presiding Officer.

ID No.90/2011

Registered on:-12.01.2011

Sh. D.S. Kant S/o Sh. Nanha Ram, H.No.1614/11, Near Water Tank, Nehru Colony, Rohtak(Haryana).

.....Workman

Versus

The Dy. General Manager, Bank of Baroda Building, 16, Sansad Marg, New Delhi-110001.

.....Respondent/Management

AWARD

Passed on:-01.05.2024

Central Government vide Notification No.L-12012/67/2010-IR(B-II) Dated 09.12.2010, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Deputy General Manager Bank of Baroda, New Delhi in terminating the services of workman Sh. D.S. Kant S/o Sh. Nanha Ram w.e.f. 16.07.2008 is just, fair and legal? What relief the workman is entitled to and from which date?”

1. The case was fixed for arguments. On scrutiny of the order sheets, it is revealed that the workman has not come present on 25.01.2023, 22.03.2023, 18.05.2023, 20.09.2023, 02.11.2023, 14.12.2023, 15.04.2024 and also on 29.04.2024 continuously. Several dates for arguments have been fixed by the Tribunal, which denotes that workman is neither serious nor interested in disposal of the case on merit.
2. Since the workman has neither put his appearance for long nor he has argued the case and has left the case unattended for a long time without any intimation, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference for the non-prosecution of the workmen-union.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1529.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कंटेनर कॉर्पोरेशन ऑफ इंडिया लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 दिल्ली के पंचाट (110/2015) प्रकाशित करती है।

[सं. एल-41012/09/2015- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1529.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.110/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. I Delhi* as shown in the Annexure, in the industrial dispute between the management of M/s Container Corporation of India Limited and their workmen.

[No L-41012/09/2015- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1
ROOM NO.207, ROUSE AVENUE COURT COMPLEX,
NEW DELHI.

ID No.110/2015

Sh. Ashok Kumar Verma & 62 others,
C/o 1800/9, Govindpuri Extension,
Main Road, Kalkaji,
New Delhi-110019.

Claimant...

Versus

1. Sh. R.M.C. Srivastava, Sr. Manager/C&O,
M/s Container Corporation of India Limited,
Inland Container Depot.
Tughalakabad,
New Delhi-110020

2. The Director, Sh. V.K. Mathur,
Metcalf & Hodgkinson (P) Ltd.,
Flat No. 412-A, Mansarovar, 90 Nehru Place,
New Delhi-110019.

Managements...

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-41012/09/2015-IR(B-I) dated 30.03.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the Management of CONCORN in not regularizing the employment of 63 workmen (Ashok Kumar Verma and others as per the list attached with Annexure A) engaged through a reportedly sham and camouflage contractor namely M/s Metcalfe & Hodgkinson (P) Ltd. is illegal and unjustified and whether the said workmen are entitled to receive to pay at parity with regular employees of the management of CONCOR from their respective date of appointment? If not, what relief the workmen are entitled to?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement filed, rebuttal written statement filed on behalf of the managements.
3. Rejoinder filed by the claimant and issues were framed. Case was listed for claimant evidence on 26.07.2018. After that, claimant evidence was not filed. And also not present the claimant, despite providing a number of opportunities, claimant have not appeared to substantiate his claim.
4. Hence, in these circumstances this tribunal has no option except to pass the no disputant award. No disputant award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 14.05.2024

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1530.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (30/2022) प्रकाशित करती है।

[सं. एल-41011/31/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1530.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.30/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen

[No L-41011/31/2022-IR (B-I)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....
Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 30 / 2022

1. The Sr. Commercial Officer,
Western Railway, Asarwa,
Ahmedabad(Gujarat)- 380016
 2. The Chief Medical Supdt,
Western Railway, New Railway Colony, Sabarmati
Ahmedabad(Gujarat)- 380019
-
- V/s
-First Parties

The President,
Akhil Bharatiya Karmachari Mahasangh,
28-B, Narayan Park,B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) - 382470

.....

.Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/31/2022-IR (B-I) dated 08.03.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of Akhil Bharatiya Karmachari Mahasangh, Ahmedabad, against the management of Western Railway, Sabarmati, Ahmedabad, for giving a suitable job in place of Safaiwala to Tahir Khan, visually challenged Safaiwala, under CHI, Kalupur is legal and justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21th March, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1531.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट (28/2023) प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-1)-199]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.28/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Eastern Railway and their workmen.

[No L-12025/01/2024- IR (B-I)-199]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

REF. NO. 28 OF 2023

Parties : Employers in relation to the management of

1. M/s. Divisional Railway Manager, Eastern Railway, Sealdah,
2. M/s. Burn Standard Co. Ltd. and
3. M/s. Sarvodya Security Service.

Versus

General Secretary, Burn Standard Co. Ltd. (H.O.) Contractors Workers Union.

Appearance :

On behalf of the Divisional Railway Manager, Eastern Railway: Mr. Bikramjit Bhattacharya, Ld. Advocate.

On behalf of the M/s. Burn Standard Co. Ltd.: Absent.

On Behalf of M/s. Sarvodya Security Service: Mr. Saryu Prasad Yadav, Advocate.

On behalf of Burn Standard Co. Ltd. Contractors Workers Union: Absent.

Dated: 10th June, 2024

A W A R D

Divisional Railway Manager, Eastern Railway and M/s. Sarvodya Security Service are represented by their respective Ld. Counsels.

None appears from the side of M/s. Burn Standard Co. Ltd.

The union which has espoused the dispute is also found absent when the matter is called and fails to file show cause.

Therefore, an inference can be drawn the union which has espoused the dispute is no more interested to proceed with the dispute.

Be that as it may, by order No.Kol-700020/15/2023-Dy. CLC (C) dt. 31-10-2023 and in exercise of powers conferred by Section 12 (5) read with section 10 (2A) of the Industrial Disputes Act, 1947 the Dy. Chief Labour Commissioner (Central), Kolkata, has referred the following dispute to this Tribunal for adjudication :-

“Whether the demand raised by the union/workmen against the Management of Burn Standard Co. Ltd. & Eastern Railway Sealdah Division and their contractor M/s. Sarvodya Security Services in terminating the workmen

without any notice and not paid any terminal benefits or any compensation is fair, legal and/or justified? If not, what the concerned workmen are entitled to?"

Unfortunately, the union which has espoused such dispute has not put its appearance till date despite due service of notice upon it. Thus, there is nothing in the record to decide the issue under reference. Accordingly, Reference No. 28/2023 is dismissed and "No Dispute Award" is passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1532.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडेंट के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट (15/2023) प्रकाशित करती है।

[सं. एल-42011/86/2023- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1532.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of The Administrative Commandant and their workmen

[No L-42011/86/2023- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

REF. NO. 15 OF 2023

Parties : Employers in relation to the management of

The Administrative

Commandant, Cantonment Cell, Bengdubi Cantonment, Darjeeling (W.B)

And

M/s. Sunil Kumar Gupta, Siliguri, Darjeeling (W.B)

Versus

Their Workmen

Appearance :

On behalf of the Management The Administrative Commandant, Bengdubi Cantonment, Darjeeling: Absent.

On behalf of the M/s. Sunil Kumar Gupta, Siliguri, Darjeeling (W.B): Absent.

On behalf of Union/Workmen : Mr. , Ld. Advocate.

Dated: 3rd June, 2024

A W A R D

By order No. L-42011/86/2023 –IR(Du) dated 17-07-2023, the Central Government, Ministry of Labour in exercise of power conferred u/s 10 (1) (d) and sub-section (2A) of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the action of contractor (M/s. Sunil Kumar Gupta, Siliguri) and Principal Employer (Army Station Head Quarter, Bengdubi) for non-payment of bonus for the years 2020-21 and 2021-22 to conservancy contractual workers is proper, legal and justified? If not, what reliefs the disputant worker(s) are entitled to and what directions, if any, are necessary in the matter?”

The parties to the reference are found absent when the matter is called.

The order of reference prima facie shows that Under Secretary to the Govt. Of India, Ministry of Labour and Employment has duly forwarded copy of order of reference dt.17-07-2023 to the Workmen who have espoused the dispute and the Principal Employer, The Administrative Commandant, Cantonment Cell, Darjeeling, West Bengal, Contractor employer M/s. Sunil Kumar Gupta and also to the Labour Commissioners on whose failure report the present reference has arisen.

The record shows that M/s. Sri Sunil Kumar Gupta had put appearance on 28-08-2023 and thereafter it has failed to appear and pursue with the hearing.

Notices sent to the workman Sri Ganesh Mallick, in the address mentioned in the order of reference, through Speed Post and Registered Post have returned undelivered with postal endorsement ‘addressee left the address without any intimation’.

The principal employer too has failed to appear despite due service of notice upon it.

Therefore, non-appearance of any of the parties to the reference a presumption can be drawn the either the dispute relating to non-payment of bonus have already been amicably settled between those contractor employees and their employers or that those contractor employees are no more interested to pursue with the dispute which was raised by them before the Labour Commissioner.

That apart nothing is there in the record to adjudicate the issue under reference.

Therefore, in view of the above “No Dispute Award” is passed. Accordingly, Ref. No.15 of 2023 is disposed of.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1533.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (39/2022) प्रकाशित करती है।

[सं. एल-41011/41/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.39/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/41/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024**Reference (CGITA) No. - 39 / 2022**

The Divisional Railway Manager,
Western Railway, Kothi Compound,
Rajkot- 360001

.....

....First Party

V/s

The President,
Akhil Bharatiya Karmachari Mahasangh,
28-B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) - 382470

.....

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/41/2022-IR (B-I) dated 24.05.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Akhil Bharatiya Karmachari Mahasangh, Ahmedabad for compassionate allowance and other dues to Shri Kalu Lalji, T/Maintainer who worked under SSE (PWay) Morbi in the management of Divisional Railway Manager, Western Railway, Rajkot is legal and justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 06th June, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1534.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिम रेलवे** के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **अहमदाबाद** के पंचाट (28/2022) प्रकाशित करती है।

[सं. एल-41011/28/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.28/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railwaay and their workmen.

[No L-41011/28/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 28 / 2022

The Divisional Railway Manager,

Western Railway, Asarwa,

Ahmedabad(Gujarat)- 380016

.....

....First Party

V/s

The President,

Akhil Bharatiya Karmachari Mahasangh,

28-B, Narayan Park,

B/h. Chandkheda Railway Station, Sabarmati,

Ahmedabad (Gujarat) - 382470

.....

..Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/28/2022-IR (B-I) dated 03.03.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of Railway Administration in re-fixing the pay of Smt. Ranjana D. Nagar, CRS at Rs. 5675/- w.e.f. 19.09.2003 and inflicting recovery from her retirement dues is fair, legal & justified If not, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21th March, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1535.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षक डाकघर, कुरुक्षेत्र, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री पवन कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट(संदर्भ संख्या 09/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.08.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 6th August, 2024

S.O. 1535.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 09/2022) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Superintendent of Post Offices, Kurukshetra, and Shri Pawan Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 05.08.2024.

[No L-42025/07/2024-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: Mr. Kamal Kant, Presiding Officer.

ID No.09/2022

Registered on:-05.05.2022

Pawan Kumar S/o late Gauri Shankar, R/o V&PO Guhna, District Kaithal.

....

... ..Workman

Versus

The Superintendent of Post Offices, Kurukshetra Division, Kurukshetra.

...Respondent/Management

AWARD

Passed on:-13.06.2024

1. The workman Pawan Kumar has filed the present claim petition under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called as ‘Act’) with the averment that he was engaged by the respondent as Gramin Dak Sewak(hereinafter called as GDS) on 16.12.2011 and served till 31.01.2014 to the satisfaction of respondent. On 31.01.2014 he was not allowed to serve the respondent. The workman has completed more than 240 days in the preceding year of 31.01.2014 and the management has violated the provisions of Section 25-F, 25-G, 25-H and 25-N of the Act and the action of the management in terminating the services of workman was illegal and void ab initio. The workman is 70% disabled as declared by the Doctor(Annexure A-1) and 4% vacancies are reserved by the Government for handicapped persons under Disability Act and the management has violated the provisions of Disability Act by terminating the services of the workman. The workman has filed an application before the

Conciliation Officer-cum-Assistant Labour Commissioner(Central) for his reinstatement(Annexure A-2) but respondent has refused to re-employ him. Thereafter, applicant filed the present application. The action of the management is illegal inasmuch as the same is in violation of the provisions of Section 25-F, 25-G, 25-H and 25-N of the Act. It is prayed that applicant be reinstated and arrears of pay and allowances(as wages) w.e.f. 1.2.2014 till date along with interest @12% per annum be allowed to him.

2. Management filed its written statement, alleging therein that applicant was engaged as outsider as GDSMD by the management on 16.12.2011 as a substitute arrangement after retirement of Mr. Gauri Shankar from the Branch Post Office Padla(Kaithal) against vacant post and he worked till 31.01.2014. Padla Branch Post Office is a triple handed office and after retirement of Gauri Shankar Mr. Chander Shakher GDSMD Padla(Kaithal MDG) worked alone in combined duty since 19.10.2011 to 15.12.2011 and great difficulty was experienced in smooth operation of public service on both the posts and therefore the competent authority issued an order vide Memo No.A/Padla dated 15.12.2011(Annexure R-1) for engagement of outsider as a stop gap arrangement by Mr. Chander Shekhar GDS under the rules for performing the duty of Mail Deliverer in the delivery jurisdiction of Padla EDBO. The applicant was engaged as an outsider as a stop gap arrangement to perform the duty as GDS MD in different spells and the assigned duty was discharged by the applicant along with other outsiders. His engagement was not beyond 90 days in a spell during his engagement from 16.12.2011 to 31.01.2014 as per provisions contained in Department of Post(GDS Section) office letter number G.I. Dept. of Post, Lr. No.10-7/2001-PE-II, dated 15.03.2004(Annexure R-2) and office memorandum number 17-31/2016-GDS dated 11.02.2022 which maintaining that no substitute against any vacant GDS Post shall continue beyond 90 days and regular arrangement has to be made beyond 90 days except in unavoidable reason(Annexure R-3). He was required to perform duty only for 3 hours in a day. He continued to work in different spells from 16.12.2011 to 31.01.2014 as per details in Annexure R-4 as per information furnished by Postal Department under RTI Act, 2005 dated 09.10.2014. The applicant was engaged as an outsider as substitute arrangement and has not undergone any regular selection process and no provisional appointment letter was issued in his favour. The applicant is not entitled for any relief as claimed by him.

3. It is pertinent to mention here that on 23.04.2024 the learned AR of workman and on 16.05.2024 the learned AR of management had made a statement that they do not want to lead any evidence and they closed their evidence vide their separate statements, which were recorded separately.

4. I have heard the learned ARs for both the parties.

5. In this case, admittedly, applicant has worked from 16.12.2011 to 31.01.2014 in different spells as is clear from Annexure R-4 and as is also detailed in Para 2 sub-para a, b, c and d of the written statement filed by the management. In fact as per procedure when any GDS retires or proceeded on leave then stopgap arrangement is permitted by appointing any person by the GDS who proceeded on leave or who is working in place of retired person. Substitute are not made by the department but by the GDSs.

6. In the present case on the retirement of Gauri Shankar Mr. Chander Shekhar GDS was looking after the work of two GDSs and vide Annexure R-1 dated 15.12.2011, he was asked to make stopgap arrangement under the rule and he appointed the applicant in place of Gauri Shankar till new incumbent joined as a stop gap arrangement as an outsider and admittedly, the applicant PawAN Kumar worked in different spells as per Annexure R-4. The substitutes are not engaged following the recruitment rule. The substitute works purely on temporary basis as outsider and no service record is kept for substitutes. The Hon'ble Supreme Court in B.N. Sinha vs. Union of India, AIR 1998, SC 2600, where it is observed that the Courts and Tribunals should not attempt to legislate on a subject which was not of its business and neither the rule of statutory interpretation nor rules relating to interpretation of subordinate legislation empower any judicial or quasi judicial body to apply the law to a situation or object which was not completed by the legislature while making a Law or by the government while making the Rule. The Courts or Tribunals have no power to override the provisions of the Rules on sympathetic consideration regarding the employment. In view of the above discussion and legal proposition, provision regarding issuance of notice likewise in Section 25 of the ID Act is not mandatory in dispute in case and in dispute in hand. Hence, to my mind, the workman being not an employee of the management is neither required such type of notice nor compensation as required under Section 25 of the Industrial Disputes Act, 1947.

7. The Hon'ble Supreme Court while dealing with the appeal against the order of Central Administrative Tribunal Calcutta Bench, regarding the entitlement of substitute Extra Departmental Agent(now GDS) has observed in the case of Union of India and Another Vs. Devika Guha and others J.T. 2000(7) Supreme Court, page 473 that claim on behalf of the substitute ordinarily is not maintainable as there cannot be legal claim on the basis that they have worked for 180 days or more continuously. However, Hon'ble Supreme Court has held that even if they have worked for a long time continuously, their cases could be appropriately considered by the Department for absorption. Thus, it is up to the management to absorb the claimant looking his services rendered to the department. This Tribunal is of the view that management will honour the observation of Hon'ble Supreme Court in letter and spirit if possible in given circumstances.

8. This Tribunal is of the firm view that the applicant is not entitled for any relief. In result, there is no merit in the case and the same is liable to be dismissed.

9. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

KAMAL KANT, Presiding Officer

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1536.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (03/2022) प्रकाशित करती है।

[सं. एल-41011/03/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.03/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/03/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 03 / 2022

1. The Divisional Railway Manager,
Western Railway, Asarwa,
Ahmedabad (Gujarat) – 380016
2. The Sr. Divisional Finance Manager,
Western Railway, Asarwa,
Ahmedabad (Gujarat)- 382345
3. Sr. Divisional Operating Manager,
Western Railway, Ahmedabad(Gujarat)- 382345 First Parties

V/s

The Zonal Secretary,

Akhil Bharatiya Karmachari Mahasangh,

28-B, Narayan Park, B/h. Chandkheda Railway Station, Sabarmati,

Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/03/2022-IR (B-I) dated 19.01.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of Divisional Railway Manager, Western Railway, Ahmedabad in not giving PPO, Calculation Sheet and details of recovery in respect of Shri Khodaji Meruji Vadodiya, Sr. Point Man and not paying his retrial dues correctly, is fair, legal & justified? If not, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 27th January, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Considering the period of outbreak of the COVID-19 pandemic and spread of the new variant of the same which was from March 2020 to February 2022 as excluded, a period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1537.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (07/2022) प्रकाशित करती है।

[सं. एल-41011/10/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2024

S.O. 1537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.07/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen

[No L-41011/10/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 07 / 2022

The Divisional Railway Manager,

Western Railway, Asarwa,

Ahmedabad(Gujarat)- 380016

..... First Party

V/s

The Zonal Secretary,

Akhil Bharatiya Karmachari Mahasangh,

28-B, Narayan Park,

B/h. Chandkheda Railway Station, Sabarmati,

Ahmedabad (Gujarat) - 382470

.....

....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/10/2022-IR (B-I) dated 01.02.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Akhil Bhartiya Karmachari Mahasangh Ahmedabad in fixing the pay of Shri Mohit Verma, CBS, Sabarmati (M.G) at Rs. 78000/- as on 05.07.2016 and counting the training period for the purpose of fixation of pay under MACP is legal, fair & justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21th February, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1538.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (06/2022) प्रकाशित करती है।

[सं. एल-41011/09/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2024

S.O. 1538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.06/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/09/2022-IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 06 / 2022

The Chief Workshop Manager,

Loco Carriage & Wagon Workshop,

Western Railway, Dahod(Gujarat)- 389151

.... First Party

V/s

The Zonal Secretary,

Akhil Bharatiya Karmachari Mahasangh,

28-B, Narayan Park,

B/h. Chandkheda Railway Station, Sabarmati,

Ahmedabad (Gujarat) - 382470

.....

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/09/2022-IR (B-I) dated 01.02.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of Chief Workshop Manager, Western Railway, Dahod in denying Compassionate Appointment and settlement of dues to Shri Satish Kumar S/O Durgesh Brahmdev Pandey from the date of his attaining the age of 18 years is fair, legal & justified? If not, what relief Mr. Satish Kumar Brahmdev Pandey is entitled to?”

1. The reference was received in this Tribunal on 21st February, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1539.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (09/2022) प्रकाशित करती है।

[सं. एल-41011/16/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 5th August, 2024

S.O. 1539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.09/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/16/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 09 / 2022

The Divisional Railway Manager,

Western Railway, Asarwa,

Ahmedabad(Gujarat)- 380016

..... First Party

V/s

The Zonal Secretary,
Akhil Bharatiya Karmachari Mahasangh,
28-B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/16/2022-IR (B-I) dated 03.02.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the industrial dispute raised by Akhil Bhartiya Karmachari Mahasangh Ahmedabad, over the issue of deducting Rs. 77,944/- by the management of Western Railway, Ahmedabad from the retiral dues in respect of Shri John Jivabhai Chistian, retd. Electrical Fitter, Diesel Shed, Vatva is fair, legal & justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21st February, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1540.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (13/2022) प्रकाशित करती है।

[सं. एल-41011/21/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2024

S.O. 1540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.13/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/21/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024**Reference (CGITA) No. - 13 / 2022**

The Sr. Accounts Officer (W.S),

Western Railway, D-Cabin, Sabarmati

Ahmedabad (Gujarat)- 380019

..... ... First Party

V/s

The Zonal Secretary,

Akhil Bharatiya Karmachari Mahasangh,

28-B, Narayan Park,

B/h. Chandkheda Railway Station, Sabarmati,

Ahmedabad (Gujarat) - 382470

.....

.Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/21/2022-IR (B-I) dated 07.02.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Akhil Bhartiya Karmchhari Mahasangh for grant of Compassionate Allowance to Shri Shantilal J, Safaiwala under Chief Workshop Manager, Western Railway, Dahod w.e.f. 27.9.1995 and arrears thereof, is fair, legal & justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21th February, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1541.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (10/2022) प्रकाशित करती है।

[सं. एल-41011/17/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2024

S.O. 1541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.10/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/17/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 10 / 2022

The Chief Workshop Manager,
Western Railway, Engineering Workshop,
D-Cabin, Sabarmati
Ahmedabad(Gujarat)- 380019

..... First Party

V/s

The Zonal Secretary,
Akhil Bharatiya Karmachari Mahasangh,
28-B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) - 382470

.....Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/17/2022-IR (B-I) dated 03.02.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of Akhil Bhartiya Karmchari Mahasangh to drop S.F. 5 dated 30.6.2020 issued to Shri Srinivas, helper by the Chief Workshop Manager, Western Railway, Railway Workshop, Sabarmati, Ahmedabad is fair, legal & justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21st February, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1542.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (12/2022) प्रकाशित करती है।

[सं. एल-41011/20/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2024

S.O. 1542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.12/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/20/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 12 / 2022

1. The Divisional Railway Manager,
Western Railway, Asarwa, Ahmedabad(Gujarat)- 380016
2. The Dy Chief Engineer (Construction),
Western Railway, Railway Station, Ahmedabad (Gujarat)- 380009
3. The Dy Chief Engineer (Const.),
Western Railway, Surat (Gujarat)- 395003

..... First Parties

V/s

The Zonal Secretary,
Akhil Bharatiya Karmachari Mahasangh,
28-B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) - 382470

.....

.Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/20/2022-IR (B-I) dated 07.02.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Akhil Bhartiya Karmchhari Mahasang, Ahmedabad over the issue of non-payment of Medical bill amounting to Rs. 389195/- and bonus alongwith accrued interest to Shri Ashok Kumar Gupta, Retired Senior Divisional Engineer (Construction Mehsana) is fair, legal & justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21th February, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1543.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (14/2022) प्रकाशित करती है।

[सं. एल-41011/22/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2024

S.O. 1543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.14/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No L-41011/22/2022-IR (B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present....
Radha Mohan Chaturvedi,
Presiding Officer (I/c),
CGIT-cum-Labour Court,
Ahmedabad

Dated 12th June, 2024

Reference (CGITA) No. - 14 / 2022

The Divisional Railway Manager,
Western Railway, Asarwa,
Ahmedabad (Gujarat)- 380016

.... First Party

V/s

The Zonal Secretary,
Akhil Bharatiya Karmachari Mahasangh,
28-B, Narayan Park,
B/h. Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) - 382470

.....

.Second Party

For the First Party : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-41011/22/2022-IR (B-I) dated 07.02.2022 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the Akhil Bhartiya Karmchari Mahasangh for grant of benefit of Old Pension Scheme to Shri Babubhai Gandabhai S/O Gandabhai, Trackman, Chanasma under CPWI(S), Mehsana, is fair, legal & justified? If yes, what relief the workman is entitled to?”

1. The reference was received in this Tribunal on 21th February, 2022. The Ministry had directed the party raising the dispute to file his statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. A period of more than two years has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 6 अगस्त, 2024

का.आ. 1544.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय कंटेनर निगम लिमिटेड के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 दिल्ली के पंचाट (259/2018) प्रकाशित करती है।

[सं. एल-12025/01/2024-आई आर (बी-1)-200]

सलोनी, उप निदेशक

New Delhi, the 6th August, 2024

S.O. 1544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.259/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No -1 Delhi* as shown in the Annexure, in the industrial dispute between the management of Bhartiya Container Nigam Limited and their workmen.

[No L-12025/01/2024- IR (B-I)-200]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO.207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No.259/2018

Shri Gulab Singh S/o Late Shri Bunni Lal,

Through C/o All India General Mazdoor Trade Union (Registration No. 3025) Attack

170, Bal Mukund Nagar, Giri Nagar,

Kalkaji, New Delhi-110019.

Claimant...

Versus

1. Chief Manager,
Bhartiya Container Nigam Limited,
Address: C-3, Mathura Road, Opposite Road,
New Delhi-110076.
2. M/s 3455 Sanjay Rana Security Agency,
F-20, Manish Global Mall Sector-22, Dwarka,
New Delhi-110077.

Management...

AWARD

1. This is an application Under Section 2A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 16.01.2018 by the management which he declare illegal and unjustified and he be reinstated with full back wages, it is the case of the applicant/workman that he has been working with the management. He has not been provided any legal facilities. He was illegally terminated from his service on 16.01.2018 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.
2. Management No.2 is not appearing since long therefore they are proceeded ex-parte. However, Management no.1 appeared and filed the rebuttal written statement. After that, none appeared on behalf of the claimant nor his A/R appeared despite providing a number of opportunities, claimant have not appeared to substantiate his claim.
3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 14.05.2024

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 7 अगस्त, 2024

का.आ. 1545.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केंद्रीय लोक निर्माण विभाग के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 दिल्ली के पंचाट (124/2017) प्रकाशित करती है।

[सं. एल-12025/01/2024-आई आर (बी-1)-201]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2024

S.O. 1545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.124/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. -1 Delhi* as shown in the Annexure, in the industrial dispute between the management of CPWD and their workmen.

[No L-12025/01/2024- IR (B-I)-201]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1****ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.****DID No.124/2017**

Shri Sanjay Yadav S/o Sh. Nathi Singh, Lift Operator,

C/o All India Central PWD (MRM) Karamchari Sangathan (Regd.),
House no. 482, Gali No. 13,
Balbir Nagar Extension,
Shahdara, Delhi-110032.

Claimant...

Versus

1. The Director General,
CPWD, Nirman Bhawan,
New Delhi.
2. The Executive Engineer,
ACD-4, CPWD, Vidyut Bhawan,
New Delhi.
3. M/s Akash Enterprises,
B-I, S-511, Friends Chamber, School Block,
Vikash Marg, Shakarpur,
New Delhi-110092.

Management...

AWARD

1. This is an application Under Section 2A of the I.D. Act whereby, the applicant made prayer that his termination from the service on 16.01.2017 by the management which be declare illegal and unjustified and he be reinstated with full back wages, it is the case of the applicant/workman that he has been working with the management. He has not been provided any legal facilities. When the workman went to join his job he was illegally terminated from his service on 16.01.2017 without any rhyme or reason and without conducted any domestic enquiry by the management. He has initiated the conciliation proceeding but, no result. Hence, he had filed the present claim petition.
2. Management No.1 is not appearing since long therefore they are proceeded ex-parte. However, the management no.2&3 has appeared and filed the written statement. Thereafter, rejoinder filed by the claimant and issues were framed. Case was listed for claimant evidence on 08.02.2018. After that, claimant evidence also not filed. Despite providing a number of opportunities, claimant have not appeared to substantiate his claim.
3. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 14.05.2024

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 7 अगस्त, 2024

का.आ. 1546.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट (06 (C) of 2019) प्रकाशित करती है।

[सं. एल-12011/15/2019-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 7th August, 2024

S.O. 1546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.06 (C) of 2019) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No L-12011/15/2019-IR (B-II)]

SALONI, Dy. Director

ANNEXURE

Before The Presiding Officer, Industrial Tribunal, Patna.

Reference Case No.:- 06 (C) of 2019

Between the management of the Zonal Manager, UCO Bank, 4th Floor, Block 'A' Maurya Lok Complex, Patna (Bihar)-800001 And Their workman Sri Pawan Kumar, Peon, represented through the State Secretary, UCO Bank Employees Association, Bihar State Committee, 2nd Floor, Saboo Chamber, Behind Hotel Republic, Exhibition Road, Patna (Bihar)-800001.

For the management:- Sri Praveen Kumar, Advocate.

For the workman:- Sri B. Prasad, State Secretary, UCO Bank Employees Association, Bihar.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

A W A R D

Patna, dt- 1st July, 2024.

By the adjudication order no.- L-12011/15/2019-IR(B-II) New Delhi, dated- 26.06.2019 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of Zonal Manager, UCO Bank, 4th Floor, Block 'A' Maurya Lok Complex, Patna (Bihar)-800001 And Their workman Sri Pawan Kumar, Peon, represented through the State Secretary, UCO Bank Employees Association, Bihar State Committee, 2nd Floor, Saboo Chamber, Behind Hotel Republic, Exhibition Road, Patna (Bihar)-800001 for adjudication to this tribunal.

SCHEDULE

“Whether the action of the management of UCO Bank to terminate the service of workman Sri Pawan Kumar, Peon, Lakhi Sarai Branch w.e.f 01.01.2014 (stated to be working from 2011 to 2013) was correct and valid? If not, what relief the workman was entitled for?”

2. As per the statement of claim filed by the workman Pawan Kumar, his case is that he was orally appointed to discharge the duty of a peon from 15.07.2011 at UCO Bank Lakhisarai Branch that was opened in the 2nd week of July, 2011. It is also asserted that there was no peon in the said branch. It is further asserted that the workman used to discharge his duties as opening the bank gate cleaning, sweeping the bank premises, putting the registers at the counter of the staffs and some time he discharged the duties of distribution of Daks through peon book and posting of mails at post office. He also discharged the duties of stitching vouchers and currency notes as per requirement, and also did the hospitality work in the said branch. It is further asserted that the workman used to discharged his duties in the said branch from 9.30 A.M to 5.30 P.M regularly and initially he was paid wages @ Rs. 40/- per day and which was raised to Rs. 60/- per day. It is further asserted that the workman was paid wages through vouchers and he worked in the said branch continuously from 15.07.2011 to 31.12.2013 but he was stopped from working on 01.01.2014 without giving any notice or retrenchment compensation, hence his termination is covered u/s 2 (OO) of the I.D.Act. It is further asserted that workman approached to the management several times for his reinstatement but his effort was of no avail. Finally workman raised the Industrial Dispute before Assistant Labour Commissioner (Central) Pakur on 29.03.2016 that culminated in reference before this tribunal. It is further asserted that the workman used to discharged the duties like a permanent staff but his termination violated the mandatory provisions section 25(F) of the Industrial Dispute Act, 1947 and thus management resorted the unfair labour practice as per schedule- V read with section 25(T) of the I.D.Act. The workman prays the following relief;

- (i) Reinstatement in the service of the bank as a peon with back wages;
- (ii) Payment of a sum of Rs. 10,000/- for contesting the dispute;
- (iii) Any other relief (S) as the tribunal deems fit and proper;

3. On the other hand the management filed written statement mentioning therein that the claim of the workman is not maintainable before this tribunal as only the case of dismissal, discharge or termination can be filed by the workman. No case of regularisation can be filed by the union as it has been done in the instant case. It is further asserted that workman never authorised the State Secretary Sri. B. Prasad to represent him. It is further asserted that this Industrial Tribunal is not CGIT for all purposes so no case can be filed or entertainable by this tribunal belonging to Central Government unless it is notified as CGIT U/S-2A of the I.D.Act. It is further asserted that two relief for

termination and regularisation can be claimed under one application u/s-2A of the I.D.Act. It is further asserted that claim of the workman regarding his duties are totally incorrect. He was deputed cleaning of the premises only on as and when required basis. It is further asserted that the fact is, Pawan Kumar was engaged in the month of July, 2011 only for 1 to 2 hours for the cleaning of the premises of Lakhisarai branch and he was working as casual part time sweeper on the basis as and when required and absolutely not against vacant sanctioned post of sweeper. It is further asserted that there is no provision of oral appointment in the management bank and Branch Manager has no power to appoint any person orally. It is further asserted that the name of the workman was not sponsored by the employment exchange. It is further asserted that the Branch Manager makes payment against the work taken from the Head meant for cleaning and sweeping of the branch so there was no relationship of matter and servant between the bank and the workman. It is further asserted that under the provision the duty is caste upon the workman to prove the 240 days continuous working in twelve calendar months preceding his alleged termination. It is further asserted that the claim of regularisation un this reference case is not maintainable. It is further asserted that Pawan Kumar was never appointed by the bank following the procedure. He discharged the duties of sweeper, temporary peon or part time sweeper at the said branch. He was never engaged on daily basis nor performed duties of temporary peon from 9.00 A.M to 5.30 P.M nor engaged by the competent authority. It is further asserted that the workman was not entitled for the benefits u/s-2(OO) of the I.D.Act because he was not employee of the bank. Moreover, near sending the name to Zonal Office does not create any right to the workman. It is further asserted that the management bank never violated the provision of 25(F) and 25(T) of the I.D.Act as the workman was never in continuous service. Hence the action of the management in terminating the workman is legal and justified and the prayer as made by the workman is fit to be rejected.

4. On the basis of the rival contention the following issue are recasted for adjudication:-

(i) “Whether the workman Pawan Kumar discharged his duties like a sub-staff continuously from 15.07.2011 to 31.12.2013 as claimed?”

(ii) “Whether the action of the management of UCO Bank to terminate the service of workman Sri Pawan Kumar, Peon, Lakhi Sarai Branch w.e.f 01.01.2014 (stated to be working from 2011 to 2013) was correct and valid? If not, what relief the workman was entitled for?”

5. In order to establish his claim the workman side examined just one witness namely Sri Pawan Kumar the workman himself. Besides, oral evidence the workman side filed some documents i.e marked as:-

- (i) Ext.-W Payment voucher of dt- 07.07.2012.
- (ii) Ext.-W/1 Payment voucher of dt- 13.08.2012.
- (iii) Ext.-W/1-1 Payment voucher of dt- 02.09.2013.
- (iv) Ext.-W/2 Particulars of casual workers working as on 31.03.2012 in Lakhisarai Branch the name of Pawan Kumar.

6. First of all W.W-1 Pawan Kumar is the workman himself who stated before this tribunal is that he was doing the duties of a peon at Lakhisarai Branch of UCO Bank and he discharged his duties continuously in the said branch from 15.07.2011 to 31.12.2013 and he further stated that the branch was open on 15.07.2011. This witness further stated that he used to discharged the duties of cleaning of the bank premises, vouchers stitching work, hospitality work and he was also sent to the SBI for clearing the cheques duly authorised by the Branch Manager. This witness further stated that he used to discharged the duties from 9.00 A.M to 5.30 P.M and initially he was getting Rs. 40/- per day wages and later on he was getting Rs. 60/- per day. This witness further stated that on tribunal question he never made any written complaint regarding payment. This witness proved the payment vouchers that he received of dt- 07.07.2012, 13.08.2012 and 02.09.2013 as Ext.- W, W/1 W/1-1. This witness further stated that Branch Manager A.K. Mehta has sent his name to the Zonal Office as a casual worker on 10.05.2013 and he has filed the photo copy of the said details and proved the same as Ext.-W/2. This witness further stated that during his tenure of his working at Lakhisarai from 2011 to 2013 there was no peon posted there. This witness further stated that he was doing his duties like a permanent peon. This witness further stated that he neither get any notice nor any notice compensation before his termination. On tribunal question this witness categorically stated that he never asked any compensation.

In cross examination this witness categorically stated in para-12 that he worked in Lakhisarai Branch of UCO Bank from 15.07.2011 to 31.12.2013 but he did not received any appointment letter from the bank. This witness categorically stated in para-14 of the cross-examination Sri B.P. Verma field officer has sent him to the bank for his engagement there. This witness further admits that whatever he worked in the bank he received his payment. This witness further denied he has filed this case under the disguise of union.

7. On the other hand management examined only one witness of namely Sri Santosh Kumar, Chief Manager, as M.W-1 on 18.01.2023 who stated before this tribunal that he was Branch Manager of Lakhisarai Branch of UCO Bank from 25.11.2013 to 09.11.2015. This witness further stated that Pawan Kumar discharged duties of and on he

never took his service as a daily wager during his tenure. This witness further stated that Branch Manager has no power to appoint as a daily wage workman. This witness further stated that there was no permanent Part Time Sweeper in the branch so some persons were called for the cleaning purposes. This witness further stated that Pawan Kumar never discharged any work during his tenure in Lakhisarai Branch.

In cross-examination this witness categorically stated in para-8 that he never prepared any list of daily wage workers and there is no list of work on there branch and this witness further stated that this is not fact he is not aware the claim of the workman and he further admits that he is not aware whether any notice or compensation was given to the workman prior to his termination.

8. It is argued by the representative of the workman that workman Pawan Kumar was engaged at Lakhisarai of UCO Bank from 15.07.2011 and in the said month the said branch was opened. Workman discharged the duties like of peon from 9.30 A.M to 5.30 P.M and he was paid wages initially Rs. 40/- per day and later on he started getting Rs. 60/- wages from the bank. It is further argued that workman continuously worked in the Lakhisarai Branch of the UCO Bank from 15.07.2011 to 31.12.2013 and his name was also forwarded by the then Branch Manager to the Zonal Office of the bank showing him as casual worker that is Ext.-W/2 but nothing has been taken up by the bank management and he was stopped from the working in the said bank on 31.12.2013 without giving any notice or notice pay. Accordingly his termination is covered U/S- 2(OO) of the I.D.Act,1947, moreover, workman worked 240 days in a calendar year and as such he is entitled for regularisation of service after the reinstatement. It is further argued that workman himself supported his claim in his evidence about his duties and payment. Management side could not discard the version of workman as a management witness stated in cross-examination, he is not aware whether any notice or retrenchment compensation was given to the workman preceding his termination. So management resorted unfair labour practice by terminating the workman without any notice taking his continuous service for more than two years. Hence the workman is entitled for the reinstatement in the service and further to regularise his service.

9. On the other hand it is argued from the representative for the management side the assertion made by the workman regarding his working details in the Lakhisarai Branch of UCO Bank is totally false and incorrect. The facts is that Pawan Kumar was engaged in the said branch on the basis of as and when required and his services was purely need based. His engagement was not against any vacant sanctioned post of sweeper. It is further argued that it is the settled principles of law that if regularisation means absorption in service, there must be sanctioned post against which only such employee may be regularised. The facts is there was no sanctioned post at Lakhisarai Branch. No proof in this case has been filed by the workman as per his claim. It is further argued that it is true that bank formulatrd schedule for regularisation of casual worker but the instant workman could not fall in the list of suitable candidates therefore, his claim could not be redressed. It is further argued that workman has filed I.D.Case No.- 06(C) of 2016 earlier and later on when the management made objection on the maintainability of the I.D. Case as per the order of the Hon'ble Patna High Court passed in CWJC No.- 2053 of 2016 dt-22.11.2017 and confirmed in L.P.A No.- 1822 of 2017 on 17.05.2018, the workman filed withdrawal petition and on that basis the said I.D.Case was disposed off as not maintainable by this tribunal on 31.12.2018 but all these facts is not narrated by the workman in his statement of claim hence workman did not come up with clean hand moreover, workman failed to disclose when the dispute is raised for this reference case as this reference is referred to this tribunal in July 2019. It is further argued that workman has completely failed to established his continuous working for morethan 240 days in a calendar year by any oral or documentary evidence. Accordingly action of the management is legal and justified and the prayer made by the workman is not sustainable at all.

10. Considering all the facts and the circumstances of the case and the material available on the record as discussed above and the submissions as advanced on behalf of the both the sides this tribunal finds that the claim of the Pawan Kumar is, he discharged his duties as a sub-staff at Lakhisarai branch of UCO Bank from 15.07.2011 to 31.12.2013 continuously. In this regard Pawan Kumar filed only three vouchers of dt- 07.07.2012, 13.08.2012 and 02.09.2013i.e Ext.-W/1 and W/1-1. These three vouchers do not show the payment received by the workman for how many working days. Save and except the three vouchers workman has been totally failed to file any connecting payment vouchers that could show he was working continuously from 15.07.2011 to 31.12.2013 is not at all established. This tribunal further finds that the workman himself did not give any cogent evidence regarding he has worked for more than 240 days continuously in a calendar year in preceding his alleged termination date i.e 31.12.2013. As per section 25(B) of the I.D.Act, 1947 “ a workman shall be said to be in continuous service if he has actually worked for 240 days in a calendar year of preceding the termination date but here in the instant case workman has totally failed to established he has ever worked continuously 240 days by any cogent evidence or documentary evidence hence his claim for reinstatement and regularisation is not at all sustainable. This tribunal further finds that this reference case is received to this tribunal on 05.07.2019 on the basis of notification dt- 26.06.2019 issued by the Ministry of Labour, Central Government but workman side could not placed any cogent evidence why this dispute is raised so late when the cause of action for raising dispute is after 31.12.2013 as per claim of workman. This tribunal further finds that workman earlier filed a I.D. Case No.-06 (C) of 2016 that was disposed on 24.12.2018 on the basis of withdrawal petition filed by workman in the light of judgement of the Hon'ble Patna

High Court but this fact is never narrated by the workman either in his statement of claim or in his evidence before this tribunal. This clearly shows that workman side did not come up with clean hand.

11. Thus on scrutinizing all the materials available on the record as discussed above, This tribunal finds and hold that workman Pawan Kumar has been completely failed to establish, he was working continuously from 15.07.2011 to 31.12.2013 against the permanent post and also failed to establish he has worked more than 240 days continuously in a calendar year preceding his alleged termination by any cogent oral or documentary evidence. Accordingly this is the considered opinion of this tribunal, the workman is not entitled for any relief and the action of the management of UCO Bank was correct and justified. This award is effected after date of publication in gazette.

This is my award accordingly.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 7 अगस्त, 2024

का.आ. 1547.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार.) मेसर्स मुख्य पोस्ट मास्टर जनरल, डाक विभाग, होशंगाबाद रोड, भोपाल (म.प्र.), प्रबंधन के संबद्ध नियोजकों और श्री हेमंत राठौर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/70/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.08.2024 को प्राप्त हुआ था।

[सं. एल-42012/99/2014-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 7th August, 2024

S.O. 1547.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/70/2014) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chief Post Master General, Postal Department, Hoshangabad Road, Bhopal (M.P.), and Shri Hemant Rathore, Worker**, which was received along with soft copy of the award by the Central Government on 07.08.2024.

[No L-42012/99/2014-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/70/2014

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Hemant Rathore

C/o. Sh. Ram Nagwanshi

F-1, Tripti Vihar, Opp. Engineering

College, Ujjain (M.P.)

Workman

Versus

The Chief Post Master General

Postal Department,

Dak Bhawan, Hoshangabad Road,

Bhopal (M.P.)

Management

A W A R D

(Passed on this 10th day of July-2024.)

As per letter dated 05/08/2014 by the Government of India, Ministry of Labour, New Delhi as made this reference to the Tribunal under section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per reference number L-42012/99/2014/IR(DU) dt. 05/08/2014. The dispute under reference related to :-

“Whether the action of management of Sr. Supdt. of Post Office Ujjain in termination the services of Shri Hemant Rathore w.e.f. 25.09.2012 is justified ? If yes, to what relief the workman is entitled for ?”

After registering the case on the basis of the reference received, Notices were sent to the parties and were duly served on them. They appeared and filed their respective statements of claim and defense.

The case of the workman, in short is that the workman was appointed as Driver in place of the Driver Ubaid Khan who superannuated on 30.06.2010. Before appointment, he was interviewed by the then Senior Superintendent of Post Office Ujjain and joined on 07.07.2010. In the meanwhile the peon Jagdish Malviya was transferred to City Post Office, hence the workman discharged the duty of a peon also with the job of driver and worked continuously for 240 days and more in every year till 26.09.2012 without any notice or compensation. He challenged his termination before the Regional Labour Commissioner Bhopal, he was paid bonus for 586 days he worked from 07.07.2010 to 25.09.2012. After failure of conciliation, the dispute was referred to this Tribunal. According to the workman, termination of his services is against 25-F of the Act. The workman has prayed that holding the termination of his services against law, he be held entitled to be reinstated with all back wages and benefits.

The management appeared and filed written statement in the case. **The case of the management**, inter alia, is that the alleged workman was neither employed as permanent employee nor attained permanent status. Hence, there is no question of his termination by management. It was prayed that the reference be answered against the workman.

In evidence, the workman has filed his affidavit. He has filed and proved photocopy documents regarding application dated 06.07.2010 filed for appointment certificate/report dated 30.12.2010, order of superintendent deputing the workman in departmental exam as driver alongwith other employees of Post Office, original identity card of the workman issued by Senior Superintendent Post Offices in which he has been mentioned as a driver, a report of Senior Superintendent regarding the number of days the workman worked and bonus as well wages paid to the workman by the management. The workman has been cross examined by the management on his affidavit. Management has filed affidavit of its witnesses N. Morey, Sathyanarayan Kumawat and S.K. Thakrey. None for workman turned up for cross examination of these witnesses.

I have heard argument of Shri Sudeep Bhargav learned Counsel for workman and Shri Manoj Singh learned Counsel for management. I have gone through the record as well.

The reference itself is the issue for determination.

The initial burden to prove its case is on the workman union. The workman has corroborated his allegations in his statement of claim. In his cross examination he admits that he was not issued an appointment letter, his name was not sponsored by Employment Exchange and that he did not appear in any test for his examination. He admits that on his statement of days he worked and bonus paid there is not stamp or seal of the officer who has signed the statement and has also stated that sometimes, the officers did not put their seal under their signatures. He has denied that the identity card proved by him was issued on the occasions when he was required for duty. The identity card shows that it contains the seal and signature of the workman and its validity is for the period 20.03.2012 to 19.03.2013. It shows that at least the workman was engaged as a driver by management. It has to be kept in mind that management has taken a case that this workman was never employed by them in any capacity as it is evident from the written statement of defense. The other document which is order dated 21.10.2011 issued by Senior Superintendent of Post Offices in which he has been assigned duty as a driver alongwith other officials which are Assistant Superintendent to Sub-Divisional Inspector to PRI to Office Assistants and MTS. Management nowhere denies this order nor has denied that there was a departmental exam held on 06.11.2011. Another document proved by workman which is a report for order to Post Master shows that the workman was appointed as a driver between 13.12.2010 to 16.12.2010 and 20.12.2010 to 30.12.2010. These documents, coupled with the statement of the workman on oath corroborate his allegation that he was engaged, though not as a regular employee but on casual basis by the management. The office order referred to above deputing the workman for departmental exam on 06.11.2011 supports the case of the workman that he continued in employment of management till 2011. The statement regarding the working days and bonus proved by the workman cannot be discarded only on the ground that it does not contain the seal of the officer who has signed it because **firstly**, the case of the management that the workman was never appointed by them in any capacity gets demolished by the above referred evidence/ documents and **secondly**, even the

office order with respect to deputing the workman as driver in the departmental exam, referred to above also does not contain seal of the officer who has signed this order.

Though the affidavits of management witnesses, in which they have echoed the case management that the workman was never appointed in any capacity are uncross examined but in the light of the above discussed evidence, this stand of management and its witnesses is held not reliable.

From the above discussion, the workman has discharged its initial burden that he was appointed by management as casual worker and worked from 07.07.2010 to 25.09.2012, the burden lies on management to rebut the evidence. From the statement of workman and the calculation sheet regarding dates and bonus as well wages paid to the workman, referred to above, the case of the workman that he worked continuously for more than 240 days in every year is held proved.

Since, there is nothing on record to show that the workman was given any notice or compensation before his termination, the termination of his services by management is held not in violation of Section 25-F of the Act.

As regards the point as to what relief the workman is entitled, keeping in view his tenure with management, also the fact that he was not appointed following recruitment process and that his engagement was of a casual daily worker, a lump sum compensation of Rs. 2 lacs in lieu of all his claims will meet the ends of justice in the case in hand, to which the workman is held entitled.

Hence, holding the action of management of Senior Superintendent of Post Office Ujjain in terminating the services of the workman Hemant Rathore w.e.f. 25.09.2012 unjustified in law, he is held entitled to a lump sum compensation of Rs. 2 lacs only in lieu to all his claim to be payable to him by management within 30 days from the date of notification of the award, failing which interest @ of 6% per annum from the date of Award till payment.

DATE: 10/07/2024

P. K. SRIVASTAVA, Presiding Officer